

**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
P. O. BOX 23360  
OAKLAND, CA 94612  
PHONE (510) 286-5896  
FAX (510) 286-6194



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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: Information Packet for TBPOC Meeting - December 12, 2005**

Dear Committee Members:

We are pleased to provide you with a 'TBPOC Information Packet' for the upcoming December 12th TBPOC Meeting. The binder includes memorandums and reports that will be presented. A 'Table of Contents' is provided following the 'Agenda' to locate specific items. Items that are to be included after the mail-out will be printed on blue paper.

We look forward to working with you in preparing for future TBPOC meetings!

JON TAPPING, Acting  
SFOBB East Span Project Manager

## Committee Meeting Agenda

December 12, 2005  
1:30 PM to 4:30 PM  
Caltrans, Sacramento, CA

Topic	Presenter	Time	Desired Outcome
<b>1. Chair's Report</b>	W. Kempton, Caltrans	5 minutes	Information
<b>2. Consent Calendar</b> a) September 22, 2005 Minutes* b) October 31, 2005 Conf. Call Minutes** c) November 8, 2005 Conf. Call Minutes** d) November 21, 2005 Meeting Minutes* e) November 23, 2005 Conf. Call Minutes*	A. Fremier, BATA	2 minutes	Approval
<b>3. Monthly Progress Report</b> Draft December 2005 Progress Report	A. Fremier, BATA	2 minutes	Information
<b>4. Timing of Toll Accounting Staff Transfer**</b>	A. Fremier, BATA	5 minutes	Information
<b>5. SFOBB East Span Project</b> a) Letter to Congressmembers Honda and Tauscher* b) TY Lin/Moffatt & Nichol Settlement* c) Definition of Public Enemy*	A. Fremier, BATA/ J. Tapping, Caltrans	2 minutes 5 minutes 10 minutes	Information Information Information
<b>6. SFOBB East Span SAS Contract</b> a) Letter to Bidders GOAR update* b) Addendum #5 Approval** c) Addendum #6 Update*	J. Tapping, Caltrans	5 minutes 15 minutes 5 minutes	Information Approval Information
<b>7. SFOBB East Span Skyway Contract</b> a) Hinge Pipe Beam DRB Update*	P. Siegenthaler, Caltrans	5 minutes	Information
<b>8. SFOBB East Span South/South Detour Contract</b> a) CCO 24 – Time Extension*	P. Siegenthaler, Caltrans	5 minutes	Approval
<b>9. Review of BATA Organization**</b>	A. Fremier, BATA	5 minutes	Information
<b>10. Status of Caltrans Toll Program Manager and East Span Project Manager hiring*</b>	W. Kempton, Caltrans	2 minutes	Information
<b>11. PMT Workshop plan*</b>	A. Fremier, BATA	2 minutes	Information
<b>12. Other Business</b>			Information
<b>13. Next Meeting: January 19, 2006, 1:00 PM, Bay Area</b>			

\* Attachments

\*\* Final Documents still in process; to be provided as soon as available

\*\*\* Provided along with binder under separate cover

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4	4	<b>Timing of Toll Accounting Staff Transfer**</b>
5	5	<b>SFOBB East Span Project</b> a) Letter to Congressmembers Honda and Tauscher* b) TY Lin/Moffatt & Nichol Settlement* c) Definition of Public Enemy*
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## AGENDA ITEM 1

## AGENDA ITEM 2

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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: Meeting Minutes for Review and Approval**

Dear Committee Members:

Attached are the minutes from the following TBPOC meetings:

- September 22, 2005
- November 21, 2005
- November 23, 2005 Conference Call

The Department plans to request your approval of the minutes at the December TBPOC meeting.

JON TAPPING, Acting  
SFOBB East Span Project Manager

## **Toll Bridge Program Oversight Committee Meeting**

September 22, 2005

Richmond-San Rafael Bridge Field Office, Richmond

Attendees: Will Kempton, Steve Heminger, Diane Eidam, various support managers

The monthly Toll Bridge Program Oversight Committee (TBPOC) was held in Richmond and chaired by Will Kempton, Caltrans Director, with actions taken on these issues by the TBPOC:

### **1. Consent Calendar Items**

Action Taken: The TBPOC approved the Meeting Minutes for the meeting on August 31, 2005. They also approved the Storm Water Treatment Contract bid documents for contract 04-0120J4 as presented at the August 24, 2005 meeting.

The August 24, 2005 TBPOC Meeting Minutes approval was deferred.

### **2. Draft September 2005 Monthly Progress Report (Report) presented for approval.**

Action Taken: The TBPOC approved the Report provided that the comments given via the proposed TBPOC conference call next week are incorporated into the final version.

### **3. During the August 24, 2005 TBPOC meeting, staff was requested to develop a timeline for the production and review of the monthly and quarterly reports.**

Action Taken: Staff presented proposed timelines for both reports. The monthly report cycle must provide 1 week for the TBPOC members to review the document. The quarterly report cycle must provide the Agency and Governor's Office one and two weeks review time, respectively. This time requirement can be facilitated by running the State review process in parallel with TBPOC process, and if necessary, by using expenditure data in the draft version through the first two months of the quarter. The final version of the quarterly report will reflect expenditure data through the end of each quarter. Staff was directed to modify the schedule to reflect these changes and to return for approval.

### **4. Preparation of the 2005 Third Quarter Report to the Legislature**

Action Taken: The 2005 Third Quarter Report is to be in the previous format issued by the Department. The BATA-BAMC staff will prepare the quarterly report just as they prepare the monthly reports.

It is desired to continue to work toward having the monthly reports and quarterly reports consistence in format and information.

Toll Bridge Program Oversight Committee Meeting  
September 22, 2005

5. Fabrication of the hinge pipe beams on the East Span Skyway Contract has proven difficult for the contractor. The contract administration staff is exploring ways to mitigate the cost and delay due to these difficulties and requested TBPOC approval with their schedule and cost mitigation planned approach.

Action Taken: The Committee agreed to the proposed direction. Also a briefing is requested on the contractor's cost proposal at next week's conference call. Additional approval will be requested at the appropriate time, even via next week's conference call if material is ready.

6. Addendum No. 3 to the SAS Contract PS&E is prepared and ready for sending to the plan holders pending TBPOC approval.

Action Taken: The TBPOC approved the content of Addendum No. 3 and directed staff to roll this addendum into the previously approved Addendum No. 2 (regarding DVBE and SBE specifications), and issue together as Addendum No. 2.

7. The construction of the Oakland Touchdown (OTD) portion of the New East Span can be divided into 4 separate construction contracts to reduce risk to the overall delivery of the bridge, improve the quality of the product, and reduce capital costs by an estimated \$11M. There will also be an increase in the cost to administer the work, since more effort is required to manage 4 contracts rather than 1.

Action Taken: The TBPOC approved the OTD split into 4 contracts without objection and subject to the BATA CFO review and approval of the changes to the cash flow model for the toll bridge program.

8. The E2/T1 Contract has a Contract Change Order (CCO) #25 with supplementals. Supplement 2 will increase the total above \$1 million. This CCO pays to contract for time related overhead at half the unit price during suspension.

Action Taken: The TBPOC approved the request.

9. The East Span South-South Detour contract has pending CCOs regarding cost and schedule.

Action Taken: The TBPOC requested that an analysis be done regarding a bridge closure versus a detour for presentation at the October 28 meeting.



Toll Bridge Program Oversight Committee Meeting  
September 22, 2005

10. The New Benicia-Martinez Bridge main span project heat of hydration issue will result in a Contract Change Order (CCO). Staff has conducted analysis and is ready to begin negotiations with the contractor to agree on the cost and the duration of the delay associated with this issue. They requested TBPOC approval for not to exceed values.

Action Taken: The TBPOC approved a not to exceed limit of \$65 million and completion by 12/31/2007, and requested staff explore ways to limit any future exposure related to concrete issues on this project.

11. The West Approach Contract has received a Disputes Review Board ruling concerning the correction of pile anomalies in the permanent steel casings. All parties concur with proceeding to settle this dispute by issuing a CCO.

Action Taken: The TBPOC approved of the Department's request to complete a CCO to pay the contractor a DRB settlement amount.

APPROVED BY:

\_\_\_\_\_  
WILL KEMPTON, Director  
California Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
DIANE C. EIDAM, Executive Director  
California Transportation Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
STEVE HEMINGER, Executive Director  
Bay Area Toll Authority

\_\_\_\_\_  
Date





## Toll Bridge Program Oversight Committee

### MINUTES

Committee Meeting  
November 21, 2005  
Martinez, CA

Meeting convened: 10:25

#### I. Chair's Report

- Recognized the R-SR Bridge Team members with Accomplishment Awards for delivery the project under the programmed budget.
- Secretary McPeak would like to see the Quarterly Report remain in its current format and would like input to any proposed changes.

#### II. Consent Calendar

*A. September 22, 2005 Meeting Minutes\*\**

- To be updated and presented at the next meeting.

*B. October 28, 2005 Meeting Minutes\**

- Approved.

*C. October 31, 2005 Conf. Call Minutes\*\**

- To be prepared by Caltrans.

#### III. Monthly Progress Report

*A. Draft November 2005 Progress Report\*\*\**

- Available to members, but CTC clarifying comments not yet incorporated.
- Approved subject to inclusion of CTC's comments.

#### IV. Quarterly Report to Legislature & CTC

*A. Status of 3rd Quarter Report*

- The Report was delivered to the Legislature on schedule.
- The Annual Report to FHWA was sent. The TIFIA Loan request has been withdrawn. FHWA would like to maintain the Program Contingency as a lump sum and therefore no breakdown by projects is shown.

#### V. SFOBB Project Management

*A. SFOBB East Span Joint Test Funds Request\**

- The planned Bay Bridge joint design is being tested on the Eastbound I-80 approach to the Carquinez Bridge in order to test reliability of the joint design under high traffic volumes. Originally, the joint construction funds were allocated with RM1 funds, and this approval will pay back the RM1 Program.
- Pay back approved.

*B. TY Lin/Moffatt & Nichol JV Change Request\**

- Bring back the item in December with requested additional information.

*C. Bay Bridge Identity Logo\**

- In order to improve the public identification of notices about the project, especially bridge, street and lane closure information, a logo was developed. This

logo is proposed for use on letterhead, the website, and in press releases to aid in associating the information with the Bay Bridge.

- Logo approved for use on the website and on stationery, but for any other use, especially in paid public information campaigns, future TBPOC approval is required.

## **VI. SFOBB East Span Risk Management**

### **A. SAS Risk Allocation (including Public Enemy Definition Discussion)\***

- Caltrans' current legal interpretation excludes "terrorist acts" as being "acts of the public enemy." Acts of terror have now become a contractor liability and contractors must secure insurance to cover "terrorist acts" during construction and will pass the cost through to the State. A policy decision can be made to modify the special provisions on Toll Bridge Seismic Retrofit projects to place "terrorist acts" back as an owner liability.
- Need to provide additional information on the cost and options of the possible policies to determine what they cover. Bring back item during the December TBPOC Meeting.

### **B. SFOBB Risk Management Plan Implementation**

- At each TBPOC Meeting, there will be a presentation on one of the Risk Management Plans.
- There will be a coordinated effort going forward among the agencies and their consultants to maintain these plans.

## **VII. SFOBB East Span SAS Contract**

### **A. Addendum #3 Supplemental Item Approval\***

- Approved on the Oct. 31, 2005 conference call.

### **B. Design modification to eliminate an internal milestone\*\***

- Moving the Hinge K joint will eliminate a conflict between the SAS contract and the YBI contract. This will become part of Addendum 4 or 5 and will be presented at the December TBPOC Meeting for approval.

### **C. Letter to encourage bidders\*\***

- The TBPOC is interested in encouraging the contracting community to bid on this project and thereby ensure a competitive bid process.
- The Department will submit a Governor's Office Action Request asking the Governor to sign a letter and/or offer some other support encouraging bidders to participate.

## **VIII. SFOBB East Span E2/T1 Marine Foundation Contract**

### **A. CCO 29 - Contract Restart\***

- Work on this contract was suspended by the Department pending the outcome of the Legislative process to fund the shortfalls in the Program. The TBPOC directed staff to negotiate a restart of the work and staff has done so. This CCO would successfully restart the contract within the parameters outlined by the TBPOC.
- The TBPOC has approved a not to exceed amount of \$86M for this CCO.

- Text clarifications were discussed:
  - What will constitute a compensable delay? The delay clause should be written to not allow for any additional compensation due to the causes of this change.
  - The milestone in the CCO is the last shipping date of plate steel and it has some cushion built in. No problems with meeting this date are anticipated.
- \$26.1M remains available as shown in the Appendix of the 3<sup>rd</sup> Quarter Report.
- The BATA and CTC processes are concluded and they are in agreement with the change.
- Members requested that the Department's CCO approval process be executed prior to bringing the CCO to the TBPOC for approval. To gain approval of this CCO, the Caltrans internal CCO approval process must be completed. Caltrans staff will complete the Department's process by Wednesday, Nov. 23, 2005. The TBPOC will reconsider the CCO by conference call on Wednesday, Nov. 23 to be arranged by Randy Iwasaki.
- There is an accompanying Funds Request for \$86.5M to cover the \$81M CCO and some additional funds to replenish contingency funds already expended. Without a current contingency balance and an indication of what will be outstanding against it, approval will not be granted.
- Members requested to see balance of project contingency as CCOs are brought forward for approval in the future.

## **IX. SFOBB East Span Skyway Contract**

### ***A. Hinge Pipe Beam Update\****

- Hinge Pipe Beams are an important part of the seismic design of the bridge and require fabrication to very high standards. The contractor's fabricator has had difficulty successfully fabricating the Beams to the contract specifications.
- The beams are being produced by Transbay Steel. The Dispute Resolution Board met on Nov. 17, 2005. The hearing will continue Dec. 5 and 6, 2005. The initial presentations are complete, the rebuttals are next.

### ***B. Steel Tub Construction Update***

- This contract is primarily a pre-cast concrete, segmentally erected structure, but the two sections that will join with the Self-Anchored Suspension portion of the Bridge are steel orthotropic boxed (or tubs). Fabrication of these structural elements is difficult – fabrication plans and work have been rejected. Notices of Potential Claims have been filed. The vendor is insolvent, but the contractor has stepped in and is guaranteeing delivery in December using another fabricator.

## **X. SFOBB East Span South/South Detour Contract**

### ***A. CCO 24 for time extension\****

- Diane Eidam recused herself on this item.
- This contract was initiated prior to the Legislative process to fund the shortfall in the Program. The subsequent changes to the SAS delivery schedule have made the originally planned completion of this contract unnecessary. Work has been suspended and the options for completing the work are under study by the

Department. In the meantime, a time extension to the contract is necessary along with compensation for time-related overhead.

- The Caltrans approval process as noted in issue IIX.A above must be completed.
- Caltrans will make revisions to the CCO and accompanying Memorandum and then complete the Department's CCO approval process by December 8, 2005 and bring the change to TBPOC for approval at the December TBPOC Meeting.

## **XI. SFOBB West Approach Contract**

### **A. Policy modification for CCOs within Supplemental Funds**

#### **B. CCO 31-6 - Buried Man-made Objects\***

- The Supplemental Funds authority granted to the Caltrans RE is acceptable to the TBPOC, therefore the CCO is approved by matter of procedure since Supplemental on this contract are sufficient to cover the change.

## **XII. Benicia/Martinez Bridge Project CCOs**

### **A. Main Span**

#### **1. CCO 117-1 - Steel Escalation\***

- The risk of cost increases due to the increasing cost of steel will close once all of the rebar is purchased, which is underway.
- Approved.

## **XIII. Antioch and Dumbarton Study Update\***

- A source of funding for the next steps has not been identified; additional information is needed to clarify the strategy. Staff will bring the item back to the TBPOC when the strategy is further developed.

## **XIV. Program Items**

### **A. Owner Controlled Insurance Program (OCIP) Review\***

- The Administration is asking for consideration of this approach to insuring contract work. The trial projects identified are: Devil's Slide, the Oakland Touchdown and Yerba Buena Island contracts. There will be a meeting in early December with the Administration that will clarify the next steps.

### **B. U.S. Dept. of Labor Mega Project Provisions\***

- The Department will advise the FHWA that they intend to exercise the option to not report under these provisions.

## **XV. Resources for the CTC\***

- Approved 2.5 PYs for immediate hiring.

## **XVI. Other Business**

- FHWA to send letter to Department regarding the "Sense of Congress."

## **XVII. Next Meeting: December 8, 2005, 10:00 AM, Sacramento**

- Must reschedule in the same timeframe.

Adjourned: 12:45 p.m.



Toll Bridge Program Oversight Committee

APPROVED BY:

\_\_\_\_\_  
WILL KEMPTON, Director  
California Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
DIANE C. EIDAM, Executive Director  
California Transportation Commission

\_\_\_\_\_  
Date

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STEVE HEMINGER, Executive Director  
Bay Area Toll Authority

\_\_\_\_\_  
Date







Toll Bridge Program Oversight Committee

**MINUTES**

Committee Conference Call  
November 23, 2005

Meeting convened: 11:05 a.m.

**I. SFOBB East Span E2/T1 Marine Foundation Contract**

**A. CCO 29 - Contract Restart**

- The Department confirmed the CCO has gone through all of its internal processes and is ready for TBPOC consideration.
- Director Kempton reiterated that final CCO approval authority rests with the TBPOC .
- Based on the AB 144 budget, a robust project balance remains. A key risk associated with the balance is the unknowns of foundation work, but based upon the rock under this foundation, the risk is less than with Carquinez and Benicia-Martinez Bridges.
- The TBPOC unanimously approved the CCO.
- A joint press release is to be developed by Caltrans and will be sent out after the contractor signs the CCO.

**II. SFOBB East Span SAS Contract**

**A. Addendum #4 Approval**

- This Addendum approval is being requested at this time to be available prior to the final Contractor Outreach on November 30, 2005.
- The welding change is based upon lessons learned on the Skyway Contract.
- The Jones Act clarification will result in some amount of conflict avoidance.
- The TBPOC unanimously approved Addendum #4.

**III. Next Meeting:**

- December 12, 2005, 1:30 to 4:30 p.m., in Sacramento.

**IV. CTC Resource Issue**

- The CTC and Caltrans are working on using a Caltrans Training and Development assignment to staff one of the CTC's toll bridge positions.

Adjourned: 11:20 a.m.

APPROVED BY:

\_\_\_\_\_  
WILL KEMPTON, Director  
California Department of Transportation

\_\_\_\_\_  
Date



Toll Bridge Program Oversight Committee

\_\_\_\_\_  
DIANE C. EIDAM, Executive Director  
California Transportation Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
STEVE HEMINGER, Executive Director  
Bay Area Toll Authority

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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: October 31, 2005 and November 8, 2005 Conference Call Minutes**

Dear Committee Members:

The minutes for the October 31<sup>st</sup> and November 8<sup>th</sup> conference calls are in development and will be provided as soon as available prior to the December 12<sup>th</sup> TBPOC meeting.

The Department plans to request your approval of the minutes at the December TBPOC meeting.

JON TAPPING, Acting  
SFOBB East Span Project Manager

## AGENDA ITEM 3

## AGENDA ITEM 4

## AGENDA ITEM 5

December 14, 2005

The Honorable Michael Honda  
1713 Longworth House Office Building  
Washington, DC 20515

Dear Congressman Honda:

I would like to thank you and your staff for assisting the Bay Area Toll Authority (BATA) and the California Department of Transportation (Caltrans) regarding issues related to the Jones Act for the construction of the San Francisco-Oakland Bay Bridge East Span Seismic Replacement project.

As you are aware, Caltrans and BATA are currently constructing a new eastern span of the San Francisco-Oakland Bay Bridge. On August 1, 2005, the Caltrans issued bids for the \$1.45 billion Self Anchored Suspension (SAS) Bridge portion of the project. Bids are due for the project on February 1, 2006.

As we discussed with your staff, allowances to use larger foreign floating cranes for the SAS portion of the project would allow the contractors to use currently available equipment to construct the project, which would allow this important seismic safety project to be constructed faster and at a significant cost savings.

Your staff was instrumental in forwarding this discussion with the U.S. Customs Services. Although, U.S. Customs indicated that the intended use of the floating cranes would be subject to the Jones Act, which would likely prohibit the use of foreign floating cranes for the project, the efforts of your staff were greatly appreciated and very helpful in the discussions of a complex issue.

If you have any questions or need any additional information about the San Francisco-Oakland Bay Bridge East Span Replacement project, please do not hesitate to contact me at 650-873-1200 or Steve Heminger, BATA Executive Director, at 510-817-5810.

Sincerely,

Jon Rubin  
Chair  
Bay Area Toll Authority

CC: Will Kempton, Director, California Department of Transportation



Diane Eidam, Executive Director, California Transportation Commission  
Tom Bulger,



**DEPARTMENT OF TRANSPORTATION**

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**Subject: TY Lin/Moffat & Nichol JV Settlement**

Dear Committee Members:

The Department plans to present the final report of the TY Lin/Moffat & Nichol JV settlement. Revisions discussed during the November TBPOC meeting have been incorporated. Caltrans' Legal Department has reviewed and concurred. The final document is being routed for signatures.

The final report is provided for information only.

JON TAPPING, Acting  
SFOBB East Span Project Manager

Attachment: Final Document - TY Lin/Moffat & Nichol JV Settlement

## Memorandum

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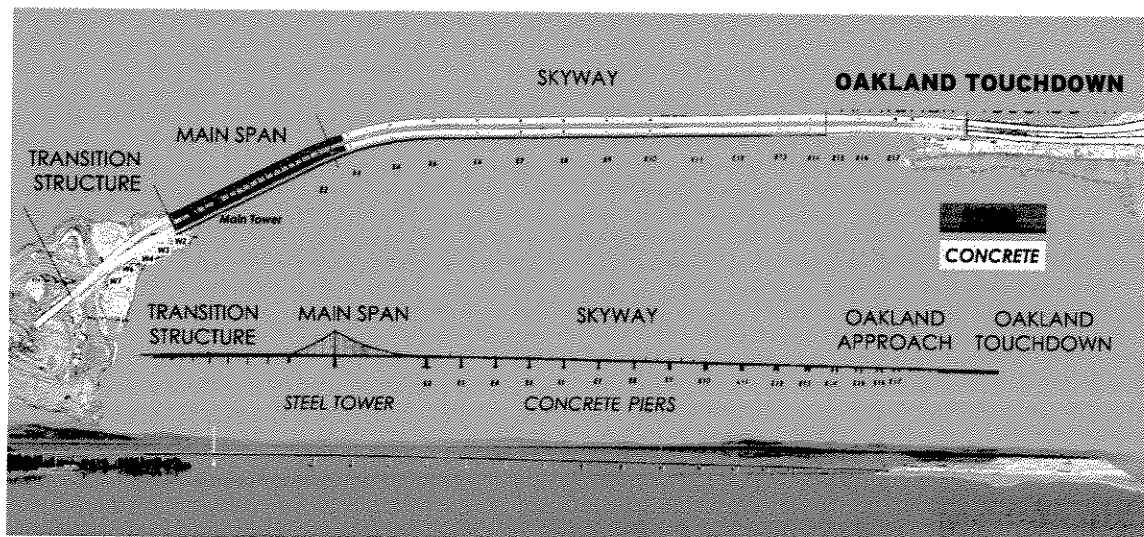
**To:** RICHARD LAND  
Chief Engineer

**Date:** November 28, 2005

**File:** 59A0040

**From:** JON TAPPING  
Interim SFOBB East Span Project Manager  
District 4

**Subject:** Proposed Settlement of the TY Lin/Moffat & Nichol, a Joint Venture, Request for Change



### Summary:

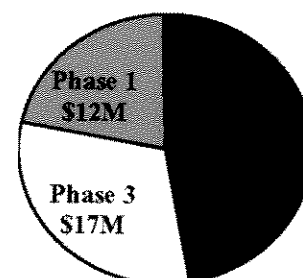
Based upon the discussion contained in this report, a proposed settlement in the amount of \$4,934,889 is recommended to fully resolve certain design contract changes and disputes on Architectural and Engineering (A&E) Contract No. 59A0040 with consultant TY Lin/Moffat & Nichol, a Joint Venture (JV).

### Background:

In January 1998, the California Department of Transportation (Department) awarded Contract Number 59A0040 to the JV. The original contract was a six-year \$55 million contract for A&E services for the replacement of the San Francisco-Oakland Bay Bridge (SFOBB) East Span structural design work.

The original JV contract was comprised of three major phases:

- **Phase One** consisted of on-call services to provide 30 percent Plans, Specifications, and Estimate (PS&E) packages for two replacement alternatives under consideration



**Original Contract  
Allotment \$55M**

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- **Phase Two** consisted of fixed-price services to complete 100 percent PS&E for the chosen alternative
- **Phase Three** consisted of on-call services to provide bidding and construction support services as needed.

In July 2001, Amendment No. 1 of the contract was approved for an additional \$26 million and four years, which extended the contract to June 2008. This amendment was necessary as a result of changes requiring additional design services and construction support.

Amendment No. 2 of the contract was approved for an additional \$55 million, including \$10 million for contingencies to cover changes, such as an increase in shop drawings and additional co-location of design and construction support staff (i.e., "mission control") at the project site.

The funding for the settlement proposed herein is included in Amendment No. 2 of the contract and has been budgeted in the Fiscal Year 05/06 Capital Outlay Support allocation. The total current contract allotment is \$136 million. Listed in the table below is the current status of the contract with all amendments.

	<b>Total</b>	<b>Begin Date</b>	<b>Expiration Date</b>
Original Contract	\$ 55M	1/23/98	6/30/04
Amendment 1	\$ 26M	1/23/98	6/30/08
Amendment 2	\$ 55M	7/1/04	6/30/10
<b>TOTAL</b>	<b>\$136M</b>	<b>1/23/98</b>	<b>6/30/10</b>

Due to the design selection process, two additional 30 percent design alternatives were required. The selected Self-Anchored Suspension Bridge (SAS) 30 percent design was completed over a very aggressive schedule as a result of a request by the Engineering Design Advisory Panel (EDAP). This EDAP request reduced the 30 percent design period and contributed to added costs incurred by the JV, as the condensed 30 percent design likely did not meet the requirements of a 30 percent design. By not having a complete 30 percent design, the full extent of the complexity of the design was not known at the time the fixed price phase was negotiated with the JV.

In addition, during the Phase Two design (i.e., the fixed price) work, the JV participated in an unprecedented number of studies, reports, and presentations to facilitate consensus among numerous stakeholders, such as the US Navy and US Army Corps of Engineers. These studies and delays led to out-of-sequence design work, stops and starts on the design, and constant re-work of the design. Phase Two design work was started in November 1998 and was originally scheduled to be completed in 18 months. The completion of Phase Two work was delayed for these reasons and the actual design work extended over a much longer time frame (over two additional years).

In March 2002, the JV submitted to the Department a Request for Change for added design costs incurred during Phase Two work. The original amount submitted was approximately \$16.5 million. The Request for Change consisted of 49 separate elements. Through the East Span Project Manager

and Contract Manager, the Department resolved 36 of the 49 elements as agreed to changes to Phase Two of the contract and payment was made under Task Order No. 3 and its supplements.

The remaining elements of the Request for Change have been given an exhaustive review by the Department. This report provides the background to the contract, the basis of the Request for Change elements, the status of the elements, and the proposed settlement amounts. While the Department considers that additional compensation is due the JV as a result of contract changes related to the Request for Change, it considers such changes to be within the scope of the A&E contract.

The JV has indicated that it would accept the settlement recommendation provided in this report as full and complete settlement of its Request for Change. There is some urgency in resolving this issue due to the time required for the extensive analysis and negotiations. As of Fall 2005, the JV has not requested interest on the outstanding amounts, but this could change if a mutual resolution is not reached soon.

The design of the SFOBB East Span is comprised of seven Packages, which are listed below.

Package 1: Project Management and Administration

Package 2: Meetings and Coordination

Package 3: Global Design Considerations

Package 4: YBI Transition Structures and Detours Final Design

Package 5: Main Span Self-Anchored Suspension (SAS) Bridge Final Design

Package 6: Skyway Final Design

Package 7: Oakland Approach Structural or Oakland Touchdown (OTD) Final Design

Package 8: Existing SFOBB East Span Demolition Final Design

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The breakdown and status of the Request for Change is as follows:

Item	Description	Total Re- quested	Previously Paid and Fully Resolved	Proposed Settlement Amount
<b>Self-Anchored Suspension Span</b>				
SAS-1	Drawing Production	\$3,893,051		\$1,806,257
SAS-2	Specifications Effort	\$154,000	\$96,800	Fully resolved, no additional pay- ment.
SAS-3	Buy America Accommodation	\$429,000	\$11,800	Fully resolved, no additional pay- ment.
SAS-4	SAS/YBI Transition	\$88,000		\$0 (see Report details).
SAS-5	Review of Geotechnical Report	\$19,200	\$9,200	Fully resolved, no additional pay- ment.
SAS-6	Hinges A and K	\$206,000		\$0 (see Report details).
SAS-7	Cable Maintenance System	\$24,700	\$8,800	Fully resolved, no additional pay- ment.
SAS-8	Seismic Ground Motion	\$694,300	\$399,121	Fully resolved, no additional pay- ment.
SAS-9	Foundation Design Effort	\$59,767	\$17,622	Fully resolved, no additional pay- ment.
SAS-10	Utility Platform	\$20,300	\$15,407	Fully resolved, no additional pay- ment.
SAS-11	Change in Future Light Pipe Location	\$16,000		\$0 (see Report details).
SAS-12, 14, 15	Design for Increase in Dead Load	\$507,610		\$0 (see Report details).
SAS-13	Architectural Change in East Anchorage	\$58,850		\$0 (see Report details).
SAS-16	Fender System for Skyway and SAS	\$31,883	\$25,290	Fully resolved, no additional pay- ment.
SAS-17	Elevator Redesign	\$29,131	\$29,131	Fully resolved, no additional pay- ment.
SAS-18	Main Span Dehumidification	\$24,686	\$18,240	Fully resolved, no additional pay- ment.
<b>Main Span Subtotal</b>		<b>\$6,256,478</b>	<b>\$631,411</b>	<b>\$1,806,257</b>
<b>Packages 2,3,5,6 (refer to Page No. 3)</b>				
Packages 2,3,5,6	Schedule Disruption/Inefficiency	\$4,520,327		\$670,483
	Escalation	(\$ Included above)	\$268,797	Fully resolved, no additional pay- ment.
<b>Subtotal</b>		<b>\$4,520,327</b>	<b>\$268,797</b>	<b>\$670,483</b>

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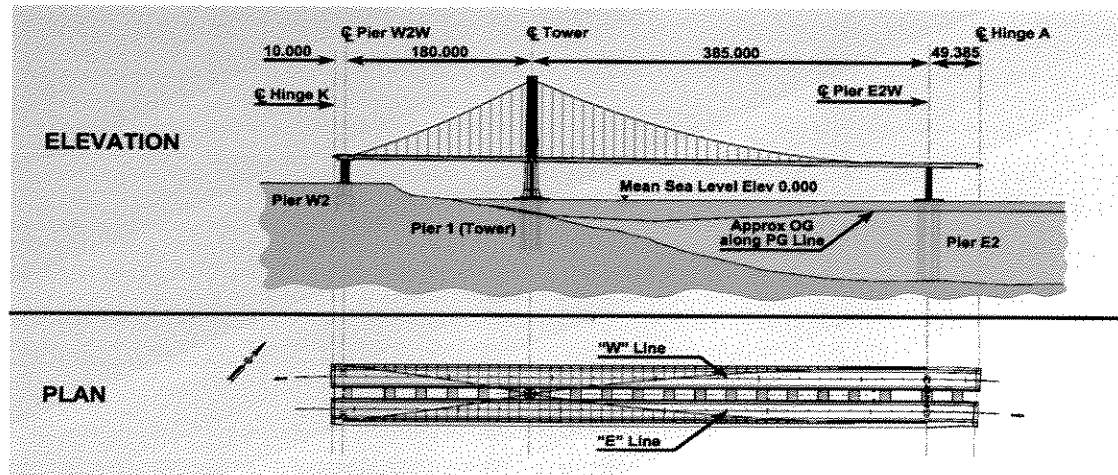
Item	Description	Total Re- quested	Previously Paid and Fully Resolved	Proposed Settlement Amount
<b>Skyway</b>				
Skyway 1	Review Comments	\$397,093	\$165,000	Fully resolved, no additional pay- ment.
Skyway 2	SSPRP	\$165,024	\$40,000	Fully resolved, no additional pay- ment.
<b>Skyway Subtotal</b>		<b>\$562,117</b>	<b>\$205,000</b>	
<b>Yerba Buena Island Transition Structures</b>				
YBI IV-1	Inefficiency Due To Delay And Disruption	\$1,548,326		\$1,322,235
YBI IV-2	Escalation Due to Delay	\$431,100	\$174,762	Fully resolved, no additional pay- ment.
YBI IV-3	Redesign WB Transition Structure due to Reduction in the number of Outrigger Bents in Frame WB1 from 7 to 5	\$137,320	\$127,094	Fully resolved, no additional pay- ment.
YBI IV-4	Redesign WB Transition Due to Elimination of the WB On-ramp Stub-out	\$99,338	\$87,651	Fully resolved, no additional pay- ment.
YBI IV-5	Revise Alignment of the WB Detour After Start of Final Design	\$103,233	\$93,494	Fully resolved, no additional pay- ment.
YBI IV-6	Study to Replace Steel Isolation Span on Transition Structures	\$99,816		\$99,816
YBI IV-7	Final PS&E for the 60-m all Con- crete Cantilever Option	\$556,623		\$556,623
YBI IV-8	Redesign EB On-ramp Due to Elim- ination of the Hinge W 10LA	\$56,097	\$38,956	Fully resolved, no additional pay- ment.
YBI IV-9	Redesign EB On-ramp Due to Relo- cation of Abutment and Bent W10 to facilitate Southgate Road Realign- ment	\$13,245	\$13,245	Fully resolved, no additional pay- ment.
YBI IV-10	Revise EB Transition Structure De- sign to Accommodate 2-stage Con- nection Due to Conflict with Existing Pier E1 and South Edge of EB Structure	\$15,095	\$10,713	Fully resolved, no additional pay- ment.
YBI IV-11	Revise Temporary Detour Structures Foundations Due to Changes in Geotechnical Information and Bed- rock Contours	\$57,947	\$57,947	Fully resolved, no additional pay- ment.
YBI IV-12	Revise Retaining Wall at Southgate road Due to Alignment Changes	\$50,643	\$50,643	Fully resolved, no additional pay- ment.



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Item	Description	Total Re- quested	Previously Paid and Fully Resolved	Proposed Settlement Amount
<b>Yerba Buena Island Transition Structures (cont.)</b>				
YBI IV-13	Perform Non-linear Inelastic Analysis of Viaduct Footings	\$67,199	\$58,434	Fully resolved, no additional payment.
YBI IV-14	Perform Inelastic Finite Element Analysis of Viaduct Footings	\$16,705	\$13,784	Fully resolved, no additional payment.
YBI IV-15	Redesign Bike Path Hand Railing on EB On-ramp Transition Structures	\$21,426	\$21,426	Fully resolved, no additional payment.
YBI IV-16	Revise Bent W4R for Change in Bedrock Contour	\$9,739	\$9,447	Fully resolved, no additional payment.
YBI IV-17	Revise Viaduct Foundations at Bents 45-47 Due to change in Bedrock Contours	\$3,896	\$3,896	Fully resolved, no additional payment.
YBI IV-18	Evaluate Proposed Geometric Revisions to EB Detour and EB Transition Structure	\$11,687	\$11,687	Fully resolved, no additional payment.
YBI IV-19	Revise Transition Structures Due to Geotechnical changes in South Edge of EB Structure	\$15,582	\$7,791	Fully resolved, no additional payment.
YBI IV-21	Redesign Transition structures Due to Revisions to the Topo Survey	\$164,079	\$159,674	Fully resolved, no additional payment.
YBI IV-24	Un-reimbursed YBI Structure Cost January 1, 2002 to June 30, 2003	\$812,857		\$479,475
<b>Yerba Buena Island Structures Subtotal</b>		<b>\$4,291,953</b>	<b>\$940,644</b>	<b>\$2,458,149</b>
<b>Oakland Approach Structures</b>				
OTD VII-1	Additional Effort for Redesign of EB Hinge E	\$187,861	\$80,833	Fully resolved, no additional payment.
OTD VII-2	EB and WB Detailing Consistency	\$109,141	\$13,631	Fully resolved, no additional payment.
OTD VII-3	Redesign of Bike Path Hand Railing on EB Oakland Approach Structure	\$18,941	\$18,941	Fully resolved, no additional payment.
OTD VII-4	Additional Study to Demonstrate the Effect of Lateral Solid Spread at Bents and Slab Bridge on the SSPRP	\$19,478	\$17,530	Fully resolved, no additional payment.
OTD VII-5	Un-reimbursed OTD Structure Cost January 1, 2002 to Expedite LAN & M&N	\$320,000	\$170,882	Fully resolved, no additional payment.
OTD VII-6	Un-reimbursed OTD Structure Cost January 1, 2002 to Expedite WKO & M&N	\$204,212	\$198,486	Fully resolved, no additional payment.
<b>Total</b>		<b>\$16,490,508</b>	<b>\$2,546,155</b>	<b>\$4,934,889</b>

## SAS Change Request



*The SAS portion of the San Francisco-Oakland Bay Bridge*

### Claim SAS-1 Drawing Production

The fixed price Phase Two portion of the contract for the SAS was based on estimating the level of effort for the design, analysis, independent check, plan preparation, specifications and estimates, all of which are directly or indirectly tied to the number of anticipated plan sheets. In Section 5.3 of the fixed price agreement, under Plan Preparation, a list of the anticipated structure plan sheets is referenced (this list shows a total of 317 plans). The 317 structure plan sheets represent the level of design effort originally anticipated by both the JV and the Department. Ultimately, the SAS design contained 779 plan sheets. This is a significant increase and represents an unanticipated level of effort for the design, analysis, independent check, plan preparation, specifications, and estimates.

Payment was made for Supplements and Work Authorization Requests (WAR) authorized during the design phase. The JV is requesting additional compensation for 245 additional plan sheets that were not considered to have been compensated for. Using the original negotiated costs for the effort for design, plan preparation, and independent check, this compensation was calculated at \$15,891 per plan sheet for a total of \$3,893,051. A proposed settlement of \$1,806,257 represents the added amount of design and plan preparation. The Department demonstrated during negotiations that the JV was responsible for many of the design changes. During the negotiations to resolve this element, the Department's engineers, along with the JV's engineers, evaluated each sheet and assigned hours for design, analysis and detailing. This evaluation became the basis for the proposed settlement.

Claimed Amount	\$3,893,051
Proposed Settlement Amount	\$1,806,257

**Claim SAS-2 Specification Effort**

The JV contended that the negotiated level of effort for the specifications assumed a standard review process and a certain number of special provisions. After the fixed price was negotiated, the Department, incorporating lessons learned from other projects, adopted new requirements for the specification development. In addition, the SAS is comprised of several components which were new to both the Department and the JV. This additional review process and complex specifications required several additional iterations to finalize the specifications.

Claimed Amount	\$154,000
Previously Paid	\$96,800

**Claim SAS-3 Buy America Accommodations**

The East Span was federalized in January 28, 2000, after the fixed price was negotiated. This required additional effort to redesign/modify design details, specifications, and cost estimates to accommodate the Federal requirements.

Claimed Amount	\$429,000
Previously Paid	\$11,800

**Claim SAS-4 SAS/YBI Transition**

During the first part of Phase Two of this contract, the Yerba Buena Island (YBI) transition structure design was, at times, in a state of flux because of several unknown parameters such as the soil conditions, foundation type recommendations, seismic ground motions, SAS/YBI seismic and service demand interaction, and aesthetic compatibility between the YBI structure and the SAS. These unknown parameters were primarily due to the inability to access YBI when anticipated due to the dispute between the Department and the City of San Francisco over the alignment of the East Span. Without these defined parameters, the Department directed the JV to assume parameters, with the expectation that the JV would be required to review the design once the actual data was received. As a result, several SAS/YBI structural system interfaces were evaluated after the final geotechnical, seismic, and service-loading data was obtained.

The JV performed several investigations of the YBI/SAS structural design interface, including the steel drop-in girder "isolation" option between YBI-W3 and SAS-W2 piers. Ultimately, the Department directed the JV to eliminate the isolation steel span at this transition area in order to minimize demand impact to the SAS West Pier-W2 design and to have a more aesthetically consistent design with that of the Skyway-SAS transition span.

The Department finds no merit to the additional costs for the design of the steel drop-in girder isolation option, as it was not considered an acceptable solution. The JV agreed to drop this element as part of the total resolution proposed in this report.

Claimed Amount	\$88,000
Proposed Settlement Amount	\$0

**Claim SAS-5 Review of Geotechnical Report**

The JV has requested compensation for the following additional costs:

Review Geotechnical Report: This change request is for the effort related to the review of the YBI/SAS Final Geotechnical Report in relation with the design of the SFOBB-SAS (specifically the West Pier foundations). The JV received this report about 18 months later than originally planned.

Navy-Delayed Fugro/EMI YBI Drilling: This task required the design team to assume soil characteristics for the 65 percent PS&E design. The geotechnical report was later provided to the design team. This information was reviewed and incorporated into the design of the SFOBB-SAS foundations.

Claimed Amount	\$19,200
Previously Paid	\$9,200

**Claim SAS-6 Hinges A and K**

The JV performed the design for Hinges A and K (the interfaces between the Skyway Structure to the East and the YBI Transition Structure to the West) during Phase Two PS&E of the Main Span, the Skyway and the YBI Transition Structure. Several major changes occurred during Phase Two at both of these hinge locations. The Hinge A location was moved from the mid-span between Piers E2 and E3 (the 30 percent design location) to its present location which is about 40 meters east of Pier E2. The Hinge K location was relocated from mid-span between YBI and Pier W2 (30 percent design) to 10 meters west of Pier W2.

The JV agreed to drop this element as part of the total resolution proposed in this report.

Claimed Amount	\$206,000
Proposed Settlement Amount	\$0

**Claim SAS-7 Cable Maintenance System**

Cable & Suspender Travelers: Based on a Department request, the JV evaluated various alternatives to maintain the cables and suspenders for the SFOBB-SAS. This change request reflects the effort involved in preparing the maintenance concepts.

To date, no suspension bridge in the United States has ever included the evaluation of the maintenance of such a system in its original design contract, including the recently designed Carquinez Bridge. Nevertheless, such an effort was still considered to be substantially within the scope of the JV's contract. Because of the SAS complexities, the Department agreed with part of the claim.

Claimed Amount	\$24,700
Previously Paid	\$8,800

**Claim SAS-8 Seismic Ground Motion**

Seismic Ground Motions: The 30 percent design of the SFOBB-SAS was based on the pre-final ground motions. This change request is for the additional design effort required to modify the final design of the SFOBB-SAS (after 45 percent PS&E submittal) to satisfy the final seismic ground motions (Ground Motion No. 1 in particular).

The seismic ground motions were finalized just before the type selection of the signature span was made in June 1998. The preliminary design of the signature spans was therefore based on the pre-final ground motions. The preliminary design of various structural components of the SFOBB-SAS had to be checked and modified in order to meet the higher seismic demands due to the larger seismic loads (Ground Motion No. 1 was received by the JV in April 1999 – prior to the 65 percent submittal of the SAS) in order to satisfy the Design and Performance Criteria.

Claimed Amount	\$694,300
Previously Paid	\$399,121

**Claim SAS-9 Foundation Design Effort**

Foundation Design Effort: After completion of the 65 percent design level and based on direction from the Department and the Seismic Peer Review Panel (SPRP), the design team evaluated various alternatives for the foundations of the SFOBB-SAS Piers. These alternatives included:

- Tower Benching Alternative at T1
- Battered piles for Pier E2

This evaluation showed that the 65 percent PS&E design originally presented to the Department was in compliance with the Design and Performance Criteria.

Claimed Amount	\$59,767
Previously Paid	\$17,622

**Claim SAS-10 Utility Platform**

Utility platforms are attached to the box girders of the main span. This work was designed by Parsons-Brinckerhoff (PB), which is not part of the JV. The Department authorized Parsons-Brinckerhoff to design utility platforms attached to the box girders under a separate A&E contract.

The JV was required to redesign components of the superstructure due to weight increased as a result of the design changes to the utility platform by the Department/PB.

These design changes also required additional project coordination by the JV with PB.

Claimed Amount	\$20,300
Previously Paid	\$15,407

**Claim SAS-11 Change in Future Light Pipe Location**

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The SFOBB East Span has been designed for a future light pipe along the superstructure. External groups requested several changes to the future light pipe location. These changes required evaluation of structural impact as well as preliminary details.

The JV agreed to drop this element as part of the total resolution proposed in this report.

Claimed Amount	\$16,000
Proposed Settlement Amount	\$0

**Claim SAS-12, 14, 15 Added Weights**

In addition to the unanticipated complexity of the SAS from the 30 percent design phase, several design changes were required during the Phase Two design period. These changes include a requirement for the bikeway to accommodate maintenance vehicles; a counterweight for the one-sided bikeway; added utilities; an increase in seismic loading; prohibition of post-yield buckling; and consideration of derailment protection for light rail. Consequences of the increased weight include changing cable design type to parallel wire strand, changing location of the anchorage, and changing the splay pattern.

As a result, the JV developed several major design iterations for the design of the orthotropic deck. The JV contends that it has not been fully compensated for these design iterations and the 30 percent design did not contemplate that the complexity of the orthotropic deck sections would create unanticipated dead load.

The JV agreed to drop this element as part of the total resolution proposed in this report.

Claimed Amount	\$507,610
Proposed Settlement Amount	\$0

**Claim SAS-13 Architectural Change in East Anchorage**

The SFOBB East Span design was driven, in part, by the architectural demands of the community. This demand caused a change to the east anchorage during the Phase Two design work. Saddle housings of the cable were extended to support new belvederes at Pier E2 (EB), which subsequently required changes to the bikeway structure.

The JV agreed to drop this element as part of the total resolution proposed in this report.

Claimed Amount	\$58,850
Proposed Settlement Amount	\$0

**Claim SAS-16 Fender System for Skyway and SAS**

In response to Department requests and the requests of an independent Department consultant (Ben Gerwick), the Skyway and Main Span cast in place fendering designs were performed between May and August 1999 for the 65 percent submittal. This was done prior to the finalization of the foundation design. Then, as a result of review comments, the foundation dimensions changed. The fendering was then re-

designed in January 2000. This second design required a reevaluation of vessel impact results since standoff distances had changed. The second design also changed to a pre-cast system. The third fender design resulted from additional Department input, which required minor changes to the foundation dimensions and pre-cast system.

Claimed Amount	\$31,883
Previously Paid	\$25,290

**Claim SAS-17 Elevator Redesign**

In response to Department architectural and maintenance comments during the course of design, the elevator location on the Main Span tower was changed four times (i.e., tower center, inside face of tower leg, outside face of tower leg, and spanning between tower legs). In addition, the elevator was changed to a custom unit, mounted between two tower legs without a drive mechanism or bracing between the legs. This change resulted in an extensive investigation of alternative elevator types and configurations, as well as coordination effort between elevator manufacturers, T.Y. Lin, Weidlinger, and the Department.

Claimed Amount	\$29,131
Previously Paid	\$29,131

**Claim SAS-18 Main Span Dehumidification**

The Department requested a mechanical life cycle cost analysis for dehumidification of the tower base and east anchorage. This work was not included in the original Task Order No. 3. The Department also requested that the design implement a looped cable system at the west anchorage and that an additional dehumidification system be designed to accommodate the looped anchorage. This work also was not included in the original Task Order No. 3.

Claimed Amount	\$24,686
Previously Paid	\$18,240

**Claim Packages 1, 2, 3, 5, 6 Schedule Disruptions / Inefficiency / Escalation**

For the purpose of this element, the disruption and inefficiency claims were negotiated separately from the escalation portion of this element. The Project Manager and Contract Manager resolved the escalation portion and made a payment of \$268,797 under Task Order No. 3, Supplement 9. The firm fixed fee for the final design of Packages 1, 2, 3, 5, and 6 utilized employee actual hourly rates for the period of 1998 and 1999, adjusted by an escalation factor to account for the fact that the work period was to be performed November 1998 and June 2000. The actual design period extended two years beyond the 18 months assumed during the negotiation for the final design fee.

**Disruption and Inefficiency:**

Schedule delays, caused by the inability of the Department to access YBI when anticipated, due to the dispute between the Department and the City of San Francisco over the alignment of the East Span, resulted in an increase in the design cost due to inefficiencies caused by the work starting and stopping and work being performed out of sequence.

The JV calculated the inefficiency cost by determining the dollar volume of work that was performed outside of the original schedule and applying a 25 percent inefficiency factor to evaluate the \$3,395,933 impact. Ultimately, the Department negotiated an added cost of \$670,483 due to inefficiency and disruption. This amount was established by evaluating the impact to each individual team member due to all Work Authorizations and Supplements authorized by the Department during the course of the Phase Two design. The impact factor accounts for the mobilization, demobilization and inefficiency to each design team member.

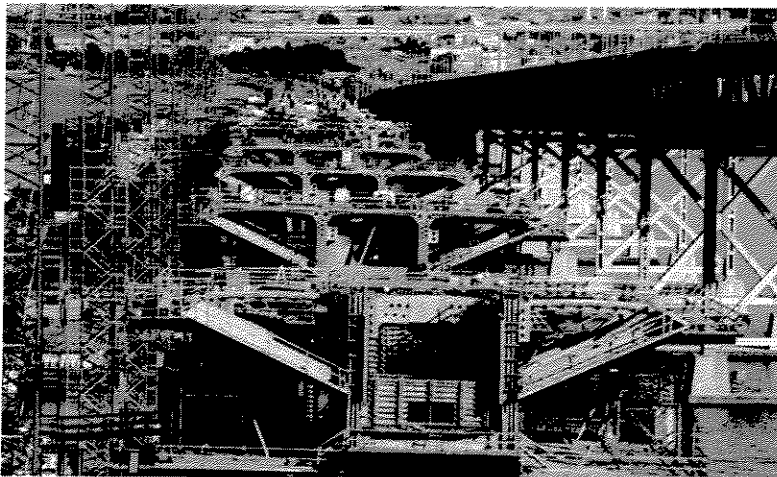
**Escalation:**

Phase Two design work was started in November 1998 and was to be completed in 18 months. The project was delayed and the work extended over a much longer time frame (over two years longer than originally planned). A five percent per year escalation rate was used to determine the compensation, which matches the allowance in the contract.

The escalation was negotiated as part of the settlement and paid for under Task Order No. 3, Supplemental 8.

Claimed Amount	\$4,520,327
Previously Paid	\$268,797
Proposed Settlement Amount	\$670,483

**Skyway Change Request**





**Claim Skyway-1 Review Comments**

As part of the Phase Two design provisions, the JV assumed the lump sum scope of work that consisted of facilitated meetings which would be the method used to facilitate comments from the Department. This assumption was premised on Department's reviewers presenting their comments to the JV, after which meeting minutes would document the resolution. However, a significantly more involved review process was later adopted. This required additional effort to reconcile the comments, determine required changes from desired changes, and respond to each comment. Review comments were not provided to the JV in one submittal, but rather multiple submittals over time.

Claimed Amount	\$397,093
Previously Paid	\$165,000

**Claim Skyway-2 Seismic Peer Review Panel (SPRP)**

As part of the Phase Two design, the fixed price included the JV's participation in the SPRP Meetings. The fixed price included only the JV team leaders. However, due to the extended design period, additional meetings were held above what was originally planned and the actual level of effort for this participation required numerous JV team members working over several days to prepare for and attend these meetings.

Claimed Amount	\$165,024
Previously Paid Task	\$40,000

**YBI Change Request**

**Claim IV-1 Inefficiency Due To Delay And Disruption**

The JV seeks reimbursement for inefficiencies introduced into the design process prior to January 1, 2002, due to disrupting influences, including untimely geotechnical information, untimely roadway geometric revisions and untimely information/study requests. The work efforts to make revisions, or provide additional studies and information, were captured in previous or concurrent change requests, but the overall inefficiency created in the production of the YBI PS&E package was not.

The YBI Structures package consists of five separate plan sets, arranged according to the various distinct structures, namely:

- YBI Viaduct Modifications (Initial)
- YBI Viaduct Modifications (Final)
- YBI EB On Ramp Structure
- YBI Transition Structures
- YBI Temporary Detour Structures

Each of these structures is very unique, with few details that can be taken from common conventional designs. Moreover, there is very little repetitiveness within any of the structures.

The fixed price of \$4,031,078 (45324 man hours) was negotiated to finalize the design of the YBI Structures. This fee excluded the overall project management (covered under another package) and

assumed data developed during the Phase I efforts could be utilized for the final design. The key submittal for this package was considered to be the 85 percent (checked plans) submittal, which was originally established as August 1999 (10 months to complete the work).

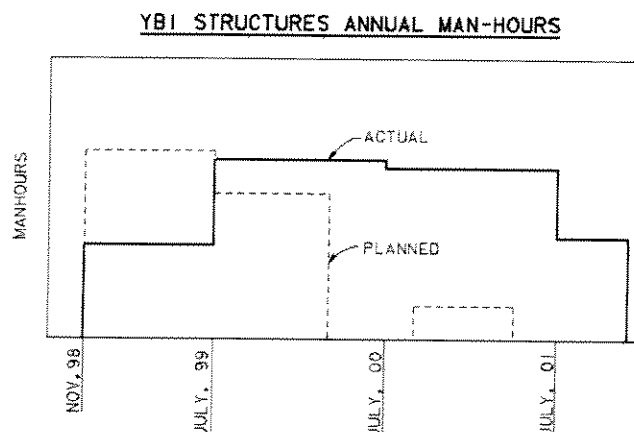
Since both the design budget (1.3 to 2.0 percent of construction cost) and the schedule (average of 22 persons for 10 months) were highly constrained, a very systematic and well-organized approach to the design process was necessary. However, the design process was interrupted numerous times during the project, most notably by the delay in obtaining geotechnical data but also by geometric revisions to the layouts, added studies, and requests for information. Despite the delays and revisions, the urgency of the project required that the design effort continue by utilizing assumptions where necessary. The 85 percent submittal was finally delivered in the Fall of 2001, approximately two years behind the original schedule.

Claimed inefficiencies were evaluated based on actual man hours expended and amounted to approximately 18.5 percent of the total man hours expended during production of the YBI Structures PS&E. This level of inefficiency was also correlated with an individual assessment of the disruptive influence of some 30 events that occurred during the PS&E process in order to establish the reasonableness of the identified inefficiency.

Claimed Amount	\$1,546,326
Proposed Settlement Amount	\$1,322,235

#### **Claim IV-2 Escalation Due To Delay**

The firm fixed fee for the final design of the YBI Structures utilized employee actual rates for the period July 1997 to June 1998, adjusted by an escalation factor to account for the fact that the work would be performed between November 1998 and February 2002. Since the project was delayed and the work extended over a much (approximately two years) longer time frame, an adjustment to this escalation factor is warranted. The JV seeks compensation for the escalation over the actual performance period relating to work performed during the production of the YBI Structures PS&E under the original Task Order No. 3, as well as Change Requests IV-3 through IV-5 and IV-8 through IV-19.



Claimed Amount	\$431,100
Previously Paid	\$174,762

**Claim IV-3 Redesign WB Transition Structure due to Reduction in the Number of Outrigger Bents in Frame WB1 from 7 to 5**

The Department requested that the JV reduce the number of outrigger bents for architectural purposes. This work then required the redesign of the 30 percent general plan stage to be modified.

Claimed Amount	\$137,320
Previously Paid	\$127,094

**Claim IV-4 Redesign WB Transition Due to Elimination of the Westbound On-Ramp Stub-out**

The Department requested that the JV remove the stub-out at the Westbound on-ramp. This required a redesign of the Westbound Frame 1 to remove the stub-out for a future ramp. The JV incurred additional costs for analysis, design, check and drafting.

Claimed Amount	\$99,338
Previously Paid	\$87,651

**Claim IV-5 Revise Alignment of the WB Detour After Start of Final Design**

The Department requested that the JV redesign the Westbound Detour to avoid conflicts with the historic district. The JV incurred additional costs for analysis, design, check and drafting.

Claimed Amount	\$103,233
Previously Paid	\$93,494

**Claim IV-6 Study to Replace Steel Isolation Span on Transition Structures**

The 30 percent design for the YBI Transition Structures (YBI) included an expansion joint located within the interfacing span between the Transition Structure and the SAS, which required that the YBI terminate with a cantilever span of about 46 meters and that the SAS structure provide an adjoining cantilever (beyond Pier W2) of about 34 meters. This arrangement formed the basis of the fixed price negotiated in November 1998. This configuration was also included in the 45 percent submittal. In May 1999, the cantilever (beyond Pier W2) was deleted from the SAS in an effort to relieve loading on Pier W2 because this Pier was viewed from a seismic standpoint as the most critical support for the entire bridge.

With the deletion of the cantilever, some revision to the YBI interfacing was required. Two options were identified by the JV: (1) increase the length of the YBI cantilever and reconfigure the adjacent span arrangement (this would be a complete redesign of the adjacent Transition Structures frames), or (2) introduce a steel isolation span and adjust the YBI cantilever to maintain the same force demands on the Transition Structures. The JV chose the second option. The deletion of the cantilever provided the additional benefit of isolating the seismic response to the SAS from that of the YBI, since these structures have very different response characteristics.

The Department did not accept the isolation span concept and requested that the JV remove it from the design. Subsequently, the Department requested that the JV study additional options for this portion of the structure design. The JV seeks compensation for this study.

Claimed Amount	\$99,816
Proposed Settlement Amount	\$99,816

**Claim IV-7 Final PS&E for the 60-m all-Concrete Cantilever Option**

Based on the study discussed in Claim IV-6, a 60 meter haunched cantilever from the YBI Structure to join the SAS was designed. The effort necessitated a redesign of the easterly frames of the YBI. The JV seeks reimbursement for these design costs.

Claimed Amount	\$556,623
Proposed Settlement Amount	\$556,623

**Claim IV-8 Redesign EB On-Ramp Due to Elimination of Hinge W 10LA**

The 65 percent design was submitted on September 15, 1999, using a hinge between the reinforced concrete Frame 1 and the post-tensioned Frame 2 of the EB On-Ramp Structure. In early February 2000, the Department requested that the hinge be eliminated to prevent displacements at the joint possibly causing maintenance problems. The change was completed in July 25, 2000, when the unchecked PS&E was submitted. The change involved new analysis, rearrangement of tendon profiles, redesign of the exterior girder, and drafting revisions.

Claimed Amount	\$56,097
Previously Paid	\$38,956

**Claim IV-9 Redesign EB On-Ramp Due to Relocation of Abutment and Bent W 10 to Facilitate Southgate Road Realignment**

The 65 percent design was submitted on September 20, 1999. Subsequent to this submittal, the locations of the abutment and column W10 were changed to facilitate the realignment of Southgate Road. The JV redesigned the Eastbound On-Ramp, Abutment 9 and Bent W 10, to facilitate Southgate Road realignment. The roadway designer, Parsons-Brinckerhoff (PB), completed the Southgate Road realignment.

The changes were incorporated into the JV's submittal made on July 25, 2000, as unchecked PS&E details. Additional effort was expended in making these geometric changes.

Claimed Amount	\$13,245
Previously Paid	\$13,245

**Claim IV-10 Revise EB Transition Structure Design to Accommodate 2-Stage Construction Due to Conflicts with Existing Pier E1 and South Edge of EB Structure**

The geometric layout of the Transition Structures neglected to allow clearance for the Eastbound Transition Structures to pass the existing location of Pier E1. This conflict necessitated developing a special design for the south exterior girder for 2-stage construction. This change required additional analysis, design, detailing and drafting for the two stages of construction.

Claimed Amount	\$15,095
Previously Paid	\$10,713

**Claim IV-11 Revise Temporary Detour Structures Foundations Due to Changes in Geotechnical Information and Bedrock Contours**

On August 23, 2000, the JV received notification from geotechnical consultant EMI that, as a result of hillside stability analyses, foundations for Bents EB2 and EB3 must be changed from spread footings to pile footings.

On April 25, 2001, the JV received notification from EMI that, as a result of their reevaluation, bearing pressures for Bents EB6 to EB15 and WB15 to WB17 needed to be reduced from 4 ksf to 2 ksf and in many cases recommended changing to pile foundations. Considerable effort was expended in making the changes, which were incorporated in the 85 percent PS&E made on October 23, 2001. The additional effort was not included in previous price negotiations.

On August 20, 2001, the JV received a revised bedrock contour map, which necessitated revisions to spread footings WB3, WB4 and EB15A thru EB18A. It also necessitated revisions to the grading in the EB East-end tie-in area. This revision was subsequent to the effort reimbursed by Task Order No. 3, Supplement 3-4C.

Claimed Amount	\$57,947
Previously Paid	\$57,947

**Claim IV-12 Revise Retaining Wall at Southgate Road Due to Alignment Changes**

Southgate road realignment, which was completed by PB, impacted the previously designed retaining wall along Southgate Road. As a result, the retaining wall heights and layout were revised.

Retaining walls and grading in the vicinity of the Southgate Road passing under the Transition Structures were revised due to alignment and profile changes at Southgate Road.

The retaining walls and grading in the vicinity of Southgate Road areas was based on the 65 percent Roadway Plans submittal (received on February 8, 2000) and revised based on information received from the Department on September 7, 2000.

The retaining walls and grading were redesigned when further revisions were received from the Department on June 25, 2001.

Claimed Amount	\$50,643
Previously Paid	\$50,643

**Claim IV-13 Perform Non-Linear Inelastic Analysis of Viaduct Footings**

The JV was requested by the SPRP to do additional analysis of the joint shear design of the YBI viaduct widening footing. This analysis was not included in the fixed price.

The retrofitted viaduct structure consists of three sections separated by expansion joints. Lateral stability is provided by frame action, while longitudinal stability is achieved with shear walls on either side. Since the location of the walls is unsymmetrical, it was considered desirable to investigate possible torsional interaction between the viaduct frames tending to magnify the transverse behavior of the bent frames. The SPRP members suggested that a non-linear, inelastic time-history analysis of the combined structure be performed with proper modeling of gap elements at the expansion joints and non-linear properties at column hinge locations in order to better understand the structural behavior. The decision to perform the non-linear, inelastic time-history analysis was taken at the SPRP meeting of April 2, 2001. The work was completed and presented at the next meeting of May 2, 2001. The results showed that although there was some magnification of displacements in the transverse frames due to frame interaction, the resulting structural behavior was within acceptable limits.

The original contract limited the analysis of the viaduct to conventional elastic analysis techniques and, therefore, the non-linear analysis effort was additional work.

Claimed Amount	\$67,199
Previously Paid	\$58,434

**Claim IV-14 Perform Inelastic Finite Element Analysis of Viaduct Footings**

The JV was requested by the SPRP to do additional analysis of the joint shear design of the YBI viaduct widening footing. This analysis was not included in the fixed price. Additional inelastic finite element analysis was performed to justify joint shear design of viaduct widening footings to SSPRP members.

The viaduct left widening footings were designed in accordance with the current edition of the Department's Seismic Design Criteria. This involves checking the depth of the footing to ensure principal tensile stresses do not exceed  $12*(f'c) 0.5$ . No additional vertical reinforcement is required to be provided inside the column core. However, the JV provided an additional layer of reinforcement at mid height of the footing to increase joint shear strength.

The panel members concluded that the depth of the footing appeared shallow and requested backup to justify the JV design. This question was raised at the SPRP meeting held on April 27, 2001, where the viaduct design was first presented. The JV commissioned Anatech Inc. to analyze the junction of the column/footing region to evaluate if the design proposed by the JV was satisfactory for the over-strength moments and shears occurring at the joint.

Anatech performed the analysis on a half symmetry model with their ANACAP-U/ABACUS program, using solid non-linear elements for concrete and sub-elements explicitly representing the re-bars. Results and conclusions of the analysis were presented by Anatech, Inc. at the SPRP meeting on June 8, 2001, and are contained in their report submitted on June 13, 2001, to the JV. The overall conclusion was that the footing design as proposed by the JV will function adequately under seismic loading.

Claimed Amount	\$16,705
Previously Paid	\$13,784

**Claim IV-15 Redesign Bike Path Hand Railing on EB On-Ramp and Transition Structures**

Following the 65 percent submittal, the Department requested that the bike path hand railing on YBI Eastbound On-Ramp and Transition Structure be redesigned using square post to match the Skyway.

Claimed Amount	\$21,426
Previously Paid	\$21,426

**Claim IV-16 Revise Bent W4R for Change in Bedrock Contours**

Following the submission of the revised 65 percent PS&E and as a result of further field investigation by the geotechnical group, the Department received revised bedrock contours on August 20, 2001. This new information resulted in a redesign of the foundation for Bent W4R of the Eastbound Transition structure. This revision was subsequent to the effort reimbursed by Task Order No. 3, Supplement 3-4C.

Claimed Amount	\$9,739
Previously Paid	\$9,447

**Claim IV-17 Revise Viaduct Foundations at Bents 45-47 Due to Change in Bedrock Contours**

On August 20, 2001, the Department received revised bedrock contours as a result of further geotechnical soil investigation. The JV used this information to revise its foundation design and submitted the preliminary 90 percent PS&E on December 21, 2001. The foundations at Bents 45 to 47 were affected by this change. The additional effort was not included in the original fixed price.

Claimed Amount	\$3,896
Previously Paid Task	\$3,896

**Claim IV-18 Evaluate Proposed Geometric Revisions to EB Detour and EB Transition Structure**

During the course of the final design of the Eastbound On-ramp Structure, Transition Structures and Detour Structures, several discrepancies were discovered in the geometric layouts and contour grading. These issues are outlined in the JV's letters dated May 19, 2001, and August 3, 2001. Subsequently, several proposals to correct these discrepancies were received. During evaluation, additional discrepancies were encountered which required revised proposals to be reviewed. This evaluation process was particularly tedious in the vicinity of the Eastbound Detour tie-in where compatibility with a number of physical constraints must be reviewed.

This change request does not include efforts in revising the PS&E package, but only that effort expended in evaluating the acceptability of the proposed revisions..

Claimed Amount	\$11,687
Previously Paid	\$11,687

**Claim IV-19 Revise Transition Structures Due to Geotechnical Changes in South Edge of EB Structure**

The JV was required to revise the East bound Transition Structure girder layout due to an alignment change by PB. This redesign was not included in the fixed price.

Claimed Amount	\$15,582
Previously Paid	\$7,791

**Claim IV-21 Redesign Transition Structures Due to Revisions to the Topo Survey**

The JV was required to complete redesign work as a result of discrepancies found in the topographical survey.

Some discrepancies became known in the topo survey in the region of the YBI structures. The most recent contours do not match earlier ones and at some locations the ground surface is up to 1.5 meters different from the as-designed values.



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The Department was provided preliminary new topographic survey data on December 5, 2001, in selected areas. This new information differed from previous information and necessitated an update to the design primarily due to changes in the footing elevations and column heights. Based on the preliminary data, the difference in ground elevation is about 1.0 meter at Bents W9R and W8R of the Transition Structure and Bent W10R of the EB On-Ramp.

Claimed Amount	\$164,079
Previously Paid	\$159,674

**Claim IV-24 Unreimbursed YBI Structure Cost January 1, 2002 to June 30, 2003**

This change request supports compensation for non-reimbursed efforts during the period from January 1, 2002, to June 30, 2003.

During the period from January 1, 2002, to June 30, 2003, efforts continued on the YBI Structures PS&E. On January 1, 2002, it was estimated that 1968 hours were required to complete the YBI Structures and, in addition, a total of 2858 hours was authorized during this period; however, actual efforts exceeded the estimated effort.

Work performed during this time frame included:

- Completion of YBI Structures PS&E along with 90 percent, 100 percent and Final Submittal No. 1 and corresponding responses to review comments
- Creation of YBI Viaduct (Retrofit) bid package along with submittals and responses to review comments
- Modifications to Transition Structures due to topo revisions
- Combining the YBI and SAS specifications and then separating them again
- YBI Structures Final Submittal No. 2

Claimed Amount	\$812,857
Proposed Settlement Amount	\$479,475

**Oakland Approach Structures Change Request**

**Claim VII-1 Additional Effort for Redesign of EB Hinge E**

At the Oakland Touchdown and the Skyway interface, additional work was required for the redesign of Hinge E. At the 85 percent PS&E, the design included the use of plate girder type hinge beams. The design was changed to utilize pipe beams, which resulted in a complete redesign of Hinge E. The JV seeks reimbursement for deleting the rectangular beams at Hinge E and replacing with hinge pipe beams.

Claimed Amount	\$187,861
Previously Paid	\$80,833

**Claim VII-2 Eastbound and Westbound Detailing Consistency**

Two separate design companies designed the Eastbound and Westbound structures. The Department requested the additional effort be made to modify the plans to make the two structures details look

more uniform. The JV seeks reimbursement for additional effort in coordination of EB and WB Structures.

Claimed Amount	\$109,141
Previously Paid	\$13,631

**Claim VII-3 Redesign of Bike Path Hand Railing on EB Oakland Approach Structure**

Following the 65 percent submittal, the Department requested that the bike path hand railing on the Eastbound Oakland Approach Structure be redesigned using square posts.

Claimed Amount	\$18,941
Previously Paid	\$18,941

**Claim VII-4 Additional Study to Demonstrate the Effects of Lateral Solid Spread at Bents and Slab Bridge as recommended by the SPRP**

Due to the geologic conditions existing in the area (i.e., young bay mud overlaid by fill and underlain by a slightly sloping layer of dense sand), there is a tendency for the foundation materials to spread under a seismic event. The potential spreading could impose significant deformation demands on the piles, which the SSPRP felt warranted a special soil/structure interaction analysis to validate structural adequacy.

To demonstrate the adequacy of the foundation piling, custom software was developed to address the requirements of the analysis. Separate analytical tools had to be developed for dealing with lateral spread at the slab bridge and at the piled bents. The pinning action of the piles to enhance the soil structure interaction was incorporated into the analysis.

The results, demonstrating the adequacy of the pile foundations by allowing for pinning action of the piles, were presented to the SSPRP in Memo No. 6.2.5 on December 22, 1999.

Claimed Amount	\$19,478
Previously Paid	\$17,530

**Claim VII-5 Unreimbursed OTD Structure Cost January 1, 2002 to Expedite LAN & M&N**

This Change Request supports compensation for non-reimbursed additional efforts.

There are several reasons for the submission of this change request:

1. Considerable additional effort was required to coordinate with PB and the Department (District and Mechanical) to successfully address utility related issues. The utilities were reconfigured due to significant changes in the Hinge E components. WARs 564 and 565 issued previously by the Department had authorized only a meeting held on December 19, 2002 at the PB Office in San Francisco (\$16,177).
2. When the original change request CR-1 relating to the Hinge E modifications was submitted, it was envisioned that the change to the Hinge E hardware would influence the region around

the Hinge E itself. In fact, when the combined analysis of the coupled structure was made, it became apparent that due to the much-reduced stiffness of the components, the Oakland approach structures would need redesign. This effort was not included in the earlier request (\$46,924).

3. Numerous meetings with the JV were held to address all of the Department's comments. Constant interaction with JV team members (TY Lin, M&N, WKA and LAN) was necessary to ensure a consistent design. This effort went beyond what was anticipated when the Department estimated the effort required for Hinge E in Change Request VII.1 (\$8,872).
4. Extensive cooperative efforts with District 4 were required to ensure consistency between civil and structural plans. Pursuant to the District's direction, the Department added architectural treatment on the faces of both the abutments to match the cellular concrete fill (\$2,855).
5. Significant delays to the project completion date contributed to not being able to maintain personnel continuity during the course of the project. This led to additional costs in the design efforts. Personnel salary adjustments and change in overhead rates over the years contributed to significant cost increases (\$35,000).

Claimed Amount	\$320,000
Previously Paid	\$170,882

**Claim VII-6 Unreimbursed OTD Structure Cost January 1, 2002 to Expedite WKO & M&N**  
The JV seeks reimbursement for Hinge E revisions and inefficiencies due to delay.

Additional efforts related to the WB Structure include:

1. WB Oakland Approach – Hinge E Reanalysis.
2. Additional interface and new analyses were needed for Hinge E (joint with Skyway) on the Oakland Approach WB Structure after the 85 percent design package was completed. The original design by the JV used built-up steel girder to couple the Skyway and the Oakland Approach Structure. The design was changed to use pipe beams.
3. WB Oakland Approach – Hinge E redesign.
4. As a result of the new Hinge E analyses, the Oakland Approach structure was redesigned to reflect the changed Hinge E section and its effect on the superstructure and substructure stiffness. The redesign effort affected the girder and diaphragm sections close to Hinge E, post-tensioning of Frames 1 and 2, and columns due to secondary effect.
5. Additional cost associated with project delay.
6. As a result of the delay of the Oakland Approach contract, the prolonged project duration affected the JV's ability to perform the project design as it had planned. Changes in personnel and intermittent gaps in work progress made the progress less efficient.
7. Hinge E changes by the JV had significant affects on the structural behavior of the Oakland structure. The Oakland structures were designed concurrently with the Skyway Structures. The originally conceived design by the Skyway team used much stiffer built-up steel beam elements to couple the Skyway with the Oakland Structures. The design by the Oakland Approach team used the details to complete the 85 percent design calculations and analysis of Frame 1 (span 16 through 19). As a result of the changes to the Hinge E with pipe keys, the reduced stiffness required new static and dynamic analyses of the Oakland Structure.

8. The resulting changes on Hinge E affected the Frame 1 and 2 designs because of the changes in stiffness at the Hinge E altered the stress distribution under both gravity loads and dynamic loads for the west two frames on the Oakland Structures. Design calculations were revised for the Frames 1 and 2 superstructure and substructure design, as well as the changes to the plans and details for girder prestressing and diaphragm reinforcement at the hinge.
9. Many project delays were beyond the JV's control. The delay of the final PS&E for almost 30 months created a number of logistic difficulties to the design team because members of the original teams had left the project. Additionally, the discontinuity built in inefficiency in the design and plan preparation. As well, the delay added higher administrative cost to the project, and labor rates and overhead rate changes affected the cost of the project.

Claimed Amount	\$204,212
Previously Paid	\$198,486

**Summary:**

Currently, the total outstanding claim amount is \$12,219,460.00. Based upon the analysis contained in this report, a proposed settlement of \$4,934,889 is recommended. This proposed settlement would fully resolve all outstanding issues with the JV relative to Phase Two design. The Project Manager, the Design Manager, and the Contract Manager recommend these issues be resolved as proposed by this report.

Chief Engineer  
November 28, 2005  
Page 26 of 26

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Settlement Recommended:

Settlement Recommended:

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JON TAPPING, Interim  
SFOBB East Span Project Manager

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ADE AKINSANYA  
Contract Manager

Recommend Approval:

Recommend Approval:

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BOB BUCKLEY  
Chief, Division of Engineering Services

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JOSE AGUIRRE  
Chief Legal Counsel

APPROVED:

---

RICHARD LAND  
Chief Engineer



**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
P. O. BOX 23360  
OAKLAND, CA 94612  
PHONE (510) 622-0808  
FAX (510) 286-6965  
TTY (800) 735-2929



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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: Definition of Public Enemy Update**

Dear Committee Members:

Additional and ongoing research on the definition of Public Enemy is currently being conducted. The Department plans to present the latest findings at the December TBPOC meeting.

JON TAPPING, Acting  
SFOBB East Span Project Manager

## AGENDA ITEM 6



**DEPARTMENT OF TRANSPORTATION**

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P.O. BOX 23660  
OAKLAND, CA 94612  
PHONE (510) 286-5896  
FAX (510) 286-6194



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Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

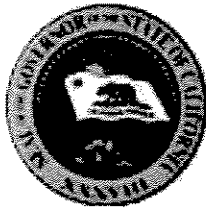
**Subject: Letter to Bidders GOAR Update**

Dear Committee Members:

The Department plans to present an update of the letter to bidders. Attached is a copy of the draft GOAR letter for the Committee's information only.

JON TAPPING, Acting  
SFOBB East Span Project Manager

Attachment: Draft GOAR- Letter to Bidders



## GOVERNOR'S OFFICE ACTION REQUEST

TO: TERRY TAMMINEN  
Cabinet Secretary

SUNNE WRIGHT McPEAK  
Secretary  
Business, Transportation and Housing Agency

FROM: WILL KEMPTON  
Director  
California Department of Transportation  
Contact: Randell Iwasaki  
Chief Deputy Director  
Toll Bridge Program

PREPARED BY: JON TAPPING  
Interim SFOBB East Span Project Manager  
California Department of Transportation

DATE: November 30, 2005

SUBJECT: Letter of Invitation to Potential Bidders on the Self-Anchored Suspension (SAS)  
Span Superstructure Contract of the San Francisco-Oakland Bay Bridge (SFOBB)

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☐ Request for Approval

☒ Request for Action

☐ Request for Cabinet Discussion

**TIME FACTOR:** The SAS Superstructure Span of the SFOBB will be bidding on February 1, 2005. This bridge is a world-class construction project. In order to attract bidders from the international construction community, the letter of invitation to potential bidders (as presented in the Discussion Section) must be issued by XXX, ##, 2005.

**SUMMARY:** The governor is requested to sign the generic letter (refer to Discussion Section) to attract international contractors to bid on the SAS Superstructure Span Contract of the SFOBB. The SFOBB project risk management plan identified a potential limited bidding pool as a risk to the SAS project. The California Department of Transportation (Caltrans) has and continues to complement many contract and business enhancements to reduce this risk. Participation by the international construction community could result in more competitive bids for this unique project.

Governor's Office Action Request  
Letter to Potential Bidders on the SAS Span Superstructure Contract  
November 30, 2005

**DISCUSSION:** Following is the letter to encourage potential bidders.

Dear Interested Party:

As you are aware, the State of California is currently constructing one of the largest public works projects in California's history – the replacement of the East Span of the San Francisco-Oakland Bay Bridge (SFOBB). The California Department of Transportation (Caltrans) is currently advertising the Self-Anchored Suspension (SAS) Span Superstructure, the largest structure of this type in the world. This is a world-class construction project.

Caltrans has included a number of contract enhancements and incentives in response to the initial series of contractor information meetings held in August 2005. Examples of these innovative modifications include enhanced cost reduction proposal incentive provisions and more flexible partial payment provisions for material stored outside of the United States.

In addition, Caltrans has made many positive changes to the plans and specifications:

- Improvement of cash flow mechanisms
- Removal of Buy-America provisions
- Adjustment of steel tolerances in line with the industry standard
- Complete review and adjustments to the welding requirements
- Clarification of the plans and specifications to avoid potential conflicts

I cordially invite you to review the plans and specifications and consider submitting a bid for this important project.

For information on the SFOBB East Span Seismic Safety Project, visit the Caltrans website at <http://www.dot.ca.gov/dist4/SASoutreach>. Please submit suggestions and questions to the contact info below:

Duty Senior at the District 4 Office,  
111 Grand Avenue,  
Oakland, California 94612,  
Telephone: (510) 286-5209  
Fax number: (510) 622-1805,  
E-mail address: [duty\\_senior\\_district04@dot.ca.gov](mailto:duty_senior_district04@dot.ca.gov)

---

APPROVED:

Governor's Office Action Request  
Letter to Potential Bidders on the SAS Span Superstructure Contract  
November 30, 2005

\_\_\_\_\_  
WILL KEMPTON  
Director  
California Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
SUNNE WRIGHT McPEAK  
Secretary  
Business, Transportation and Housing Agency

\_\_\_\_\_  
Date



**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
P.O. BOX 23660  
OAKLAND, CA 94612  
PHONE (510) 286-5896  
FAX (510) 286-6194



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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: Requesting Approval for Addendum No. 5 of the SFOBB East Span SAS Contract**

Dear Committee Members:

The Department is requesting approval to execute Addendum No. 5 of the SFOBB East Span SAS Contract.

A matrix describing in detail the contents included in Addendum No. 5 will be provided to the Committee at the December TBPOC meeting.

Both CTC and BATA staff have concurred with the changes proposed in Addendum No. 5.

JON TAPPING, Acting  
SFOBB East Span Project Manager



**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
P.O. BOX 23660  
SAN FRANCISCO, CA 94612  
PHONE (510) 286-5896  
FAX (510) 286-6194



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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: Addendum No. 6 of the SFOBB East Span SAS Contract Update**

Dear Committee Members:

The Department plans to present an update of Addendum No. 6 for the Committee's information only.

JON TAPPING, Acting  
SFOBB East Span Project Manager



## AGENDA ITEM 7

**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
P.O. BOX 23660  
OAKLAND, CA 94612  
PHONE (510) 286-5896  
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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: Hinge Pipe Beam Dispute Review Board Update**

Dear Committee Members:

Pete Siegenthaler will be providing a status update on activities related to the Hinge Pipe Beam Dispute Review Board. Activities include follow up board sessions on December 5<sup>th</sup> and 6<sup>th</sup>.

JON TAPPING, Acting  
SFOBB East Span Project Manager

## AGENDA ITEM 8

**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
O. BOX 23360  
SACRAMENTO, CA 95834  
PHONE (510) 286-5896  
FAX (510) 286-6194



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December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)  
Will Kempton, Caltrans Director, Chairman  
Steve Heminger, BATA Executive Director  
Diane C. Eidam, CTC Executive Director

**Subject: Requesting Approval for Contract Change Order (CCO) #24 of the SFOBB East Span  
South/South Detour Contract**

Dear Committee Members:

The Department is requesting approval to execute CCO #24 Supplement 2 of the SFOBB East Span South/South Detour Contract (04-0120R4). The attached documents provide additional information.

JON TAPPING, Acting  
SFOBB East Span Project Manager

Attachments: CCO #24 S2 Memorandum  
CCO #24 Document  
Issue and Approve Document – CCO #24 S2  
Decision Document – South/South Detour (Jan. 21, 2005)  
Decision Document – South/South Detour (Aug. 26, 2005)  
Decision Document – South/South Detour (Nov. 12, 2005)

**CONTRACT CHANGE ORDER MEMORANDUM**

PETE SIEGENTHALER Principal TE / PETE SIEGENTHALER Pri			FILE: E.A. 04 - 0120R4
FROM: LOURDES DAVID			CO-RTE-PM SF-80-12.6/13.2
			FED. NO. ACBRIM-080-1(097)N
CCO#: 24	SUPPLEMENT#: 2	Category Code: CHPX	CONTINGENCY BALANCE (incl. this change) (\$4,023,244.61)
COST: \$4,812,631.58		INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SUPPLEMENTAL FUNDS PROVIDED: \$0.00		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Temporary Suspension Partially Extended		PROJECT DESCRIPTION: CONSTRUCT ROUTE 80 TEMP BYPASS STRUCTURE	
LOCATION: IN THE CITY AND COUNTY OF SAN FRANCISCO FROM YERBA BUENA TUNNEL TO 0.6 KM EAST OF THE YERBA BUENA TUNNEL			

**THIS CHANGE ORDER PROVIDES FOR:**

extending the suspension period for portions of the contract from April 1, 2005 to April 16, 2006 in accordance with Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications. The suspended work entails all construction field activities that will affect the existing Route 80 mainline traffic and the existing structure. All other work shall proceed in accordance with the contract. Contractor Design of these facilities and administrative procedures shall continue on the design process.

The following activities will remain unaffected by the temporary suspension:

1. All design, fabrication and non-field activities
2. All field work that does not require permanent closure of ramps and connectors and as authorized by the Engineer.
3. Maintain provisions of the approved Storm Water Pollution Prevention Plan (SWPPP) for the entire project.
4. Maintain project site for public convenience and safety.

The original CCO 24, "Temporary Suspension", was written and executed to accommodate the extension of Contract 04-20G4 (Substation and Retrofit), to mitigate delays resulting from the SAS 04-0120F4 contract, to delay switching traffic onto the Temporary Bypass Structure (TBS) until 2007, and to allow time for potential enhancements needed on this contract to extend the service performance for the TBS. CCO 24 provided suspension days from September 3, 2004 to March 31, 2005 with an agreed unit price and no extension to the contract time. Supplement 1 of CCO 24 was executed to pay for some additional slope monitoring costs not covered in the original CCO. Supplement 2 of CCO 24 (CCO 24-S2) provides for a partial suspension of the East Tie-In and West Tie-In segments and to continue to delay switching traffic onto the TBS. CCO 24-S2 will extend the contract time for this project by 381 days to accommodate the necessary partial suspensions.

External to this contract, the Department is performing coordination for the whole San Francisco Oakland Bay Bridge (SFOBB) corridor to meet the current delivery schedule for the Self Anchored Suspension (SAS) contract with the least impact to the traveling public. It has been determined that the TBS is not needed until July 2007. Three Departmental Decision documents dated November 12, 2004, January 21, 2005, and August 26, 2005 supported the best interest of the State and traveling public which is to delay the traffic switch onto the TBS until necessary. The duration of the suspension was determined by setting the completion date of this project to July 2007 and calculating the latest start date for the West Tie-In and portions of the East Tie-In segments based upon the Contractor's submitted schedules. A contract duration of 381 days was reached.

Janet Adams - Project Manager, Pete Siegenthaler - Principal Engineer, Trinh Lai - Project Engineer, and Robert Kobal - Caltrans' Headquarters Assistant Construction Coordinator, concur with this change. On 09/07/2005 Amer Bata, Area Construction Manager - SFOBB, and Lourdes David, Construction Engineer, recommended approval of this change order. On 9/15/2005 Nancy Bobb, FHWA Representative, granted FHWA Prior Approval of this change order. Design and Maintenance concurrence is not required as this suspension does not affect the final design.

A time adjustment to extend the contract by 381 working days will be granted with the change order. Additional time extensions or suspension period may be necessary factoring into an actual award date for related projects of the SFOBB corridor. This contract change order increases quantities of Contract Item No.8, "Time Related Overhead." Payment for quantities of Item No.8, "Time Related Overhead", in excess of 149% of the contract lump sum bid price will be adjusted in accordance with Section 10-1.20 of the Special Provisions. Determination of the adjustment is deferred until completion of work on this item.

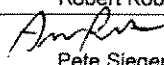

**CONTRACT CHANGE ORDER MEMORANDUM**

EA: 0120R4 CCO: 24 - 2

DATE: 5/26/2005 Page 2 of 2

Change order will compensate the Contractor for TRO only because the Department and the Contractor could not agree to a total cost for this change order. Additional costs that may include other direct and indirect costs will be paid for in future supplemental change orders.

Additional Supplemental Funds Request (dated November 15, 2005) has been submitted for approval to include the cost of this change order.

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	Lourdes David	Date 9/7/2005	THIS REQUEST		TOTAL TO DATE
Bridge Engineer:	Gary Lai	Date 9/7/2005	ITEMS	\$0.00	\$0.00
FHWA Representative:	Nancy Bobb	Date 9/15/2005	FORCE ACCOUNT	\$0.00	\$0.00
Project Engineer:	Trinh Lai	Date 9/7/2005	AGREED PRICE	\$0.00	\$0.00
Other (specify):	Janet Adams, Proj. Manager	Date 9/7/2005	ADJUSTMENT	\$4,812,631.58	\$7,023,881.97
			TOTAL	\$4,812,631.58	\$7,023,881.97
			FEDERAL PARTICIPATION		
Robert Kobal, HQs Assist Construction Coordinator			<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
 Pete Siegenthaier, Principal			Date 9/7/2005 FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type) <input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
District Prior Approval By:			FEDERAL FUNDING SOURCE		
HQ (Issue Approve) By: Ken Darby			PERCENT		
Contract Engineer's Signature:					
 Date 12/2/05					

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

24	Suppl. No. 2	Contract No. 04 - 0120R4	Road SF-80-12.6/13.2	FED. AID LOC.: ACBRIM-080-1(097)N
----	--------------	--------------------------	----------------------	-----------------------------------

To: CC MYERS INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Adjustment of Compensation at Lump Sum:**

In accordance with Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications, and State Letter No. 349 dated March 24, 2005, the period of suspension for portions of the contract work is extended from April 1, 2005 to April 16, 2006. The next chargeable working day shall be April 17, 2006. The suspended work entails all construction field activities that will affect the existing Route 80 mainline traffic and the existing structure. All other work shall proceed in accordance with the contract. Contractor Design of these facilities and administrative procedures shall continue on the design process.

The following activities will remain unaffected by the temporary suspension:

1. All design, fabrication and non-field activities
2. All field work that does not require permanent closure of ramps and connectors and as authorized by the Engineer.
3. Maintenance of the approved Storm Water Pollution Prevention Plan (SWPPP) for the entire project.
4. Maintenance of the project site for public convenience and safety.

Adjustment Deferred on Excess Quantity Increase:

Payment for quantities of Item No. 8, "Time-Related Overhead", in excess of 149% of the contract lump sum price bid will be adjusted in accordance with Section 10-1.20 "Time-Related Overhead", of the Special Provisions. Determination of the adjustment is deferred until completion of work on this item.

Adjustment of compensation for Time Related Overhead:

Item No. 8 Time Related Overhead adjusted by 381 Working Days (+80.20%) = \$4,812,631.58 (+80.20%)

Estimated cost of Adjustment of Compensation at Lump Sum .....\$4,812,631.58

This change order does not provide compensation for other costs which are not included in Bid Item No. 8 "Time Related Overhead". An adjustment of compensation for these other costs will be deferred until submittal of these costs have been provided and a determination of merit has been made. A supplemental change order will be processed after these other costs have been evaluated.






## CONTRACT CHANGE ORDER

Change Requested by: Engineer

24	Suppl. No. 2	Contract No. 04 - 0120R4	Road SF-80-12.6/13.2	FED. AID LOC.: ACRIM-080-1(097)N
----	--------------	--------------------------	----------------------	----------------------------------

Estimated Cost: Increase ☒ Decrease ☐ \$4,812,631.58

By reason of this order the time of completion will be adjusted as follows: 381 days

Submitted by:		
Signature 	Resident Engineer: LOURDES DAVID 	Date 12-2-05
Approval Recommended by:		
Signature 	Construction Engineer: PETE SIEGENTHALER Principal TE 	Date 12-2-05
Engineer Approval by:		
Signature 	(Print name and title) PETE SIEGENTHALER Principal TE	Date

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by:		
Signature	(Print name and title)	Date





California Department of Transportation

CONSTRUCTION DIVISION

**TO: District 4 CCO Desk**

**Date:** 12/2/2005

**Contract No.:** 4 - 0120R4

**Road:** SF-80-12.6/13.2

**FED. No.:** ACBRIM-080-1(097)N

**To:** SARTIPI - 04

**Attention:** 04 - WEBER

**HQ Direction:**

**TO ISSUE AND APPROVE**

**CCO No.** 024

**Sup. No.** 2

**Rev. No.** 1

**Per Your Submittal Dated:** 12/2/2005

**CCO Category Code:** C - H - P - X

PROVIDES FOR TEMPORARY SUSPENSION OF PORTIONS OF THE CONTRACT FROM APRIL 1, 2005 THROUGH APRIL 16, 2006. PROVIDES ASSOCIATED TIME RELATED OVERHEAD COSTS THROUGH AN ADJUSTMENT OF COMPENSATION BASED ON THE CONTRACT ITEM. A FUTURE SUPPLEMENTAL CCO WILL ADDRESS ANY ITEM ADJUSTMENT OVER THE 149% AMOUNT IN ACCORDANCE WITH SECTION 10-1.20 OF THE SPECIAL PROVISIONS. NOTE THAT ADDITIONAL COSTS OF THIS SUSPENSION (E.G. COST ESCALATIONS) ARE NOT INCLUDED IN THIS CHANGE.

ISSUE AND APPROVE IS CONDITIONAL ON THE FOLLOWING:

1. OBTAINING ADDITIONAL FUNDS NECESSARY TO FUND THIS SUSPENSION. NOTE THAT THIS CHANGE IS NOT TO BE PROCESSED UNTIL SUFFICIENT FUNDS HAVE BEEN ALLOCATED TO THIS CONTRACT.

2. OBTAINING THE TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE'S APPROVAL OF THIS CCO IN ADVANCE OF PRESENTING THE CHANGE TO THE CONTRACTOR FOR SIGNATURE. NOTE THAT THE ACTION RECOMMENDED HEREIN IS SUBJECT TO SUBMITTAL (BY THE DISTRICT), REVIEW AND APPROVAL OF THE TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE.

THE TOTAL COST OF THIS CHANGE, INCLUDING THIS SUPPLEMENTAL, IS SHOWN AS \$7,023,881.97 WITH A 591 WORKING DAY INCREASE THROUGH THE APRIL 16, 2006 DATE.

<b>Items:</b>	<b>\$0.00</b>
<b>Force Account:</b>	<b>\$0.00</b>
<b>Agreed Price:</b>	<b>\$0.00</b>
<b>Adj. of Comp.</b>	<b>\$4,812,631.58</b>

**Total:** **\$4,812,631.58**

**Time:** **381 (WORKING DAYS INCREASE)**

Date: 12/2/2005

Page 2 of 2

Contract No.: 4 - 0120R4

Road: SF-80-12.6/13.2

FED. NO.: ACBRIM-080-1(097)

CCO No. 024

Sup. No.

2 Rev. No.

1

CCO Category Code: C - H - P - X

Continued:

EUGENE MALLETT,  
by: Assistant Division Chief



Ken Darby

Division of Construction  
1120 "N" Street, MS-44, Sacramento, CA 95814  
Fax Number: (916) 654-5735  
To Confirm Transmission, Call (916) 654-5259

**MEMORANDUM**

Date: January 21, 2005

To: RANDELL H. IWASAKI  
Chief Deputy Director

File: 04-0120R4

Attn: Jon Tapping, Construction Coordinator  
Division of ConstructionFrom: PETER SIEGENTHALER  
Principal Construction Manager, SFOBB  
DEPARTMENT OF TRANSPORTATION – District 4

Subject: District 4 Recommendation to continue South-South Detour Contract No. 04-0120R4 with CC Myers

This memo is a follow-up to the course of action outlined in the E2/ T1 and South-South Detour (SSD) 'short term' plan memo dated November 12, 2004. The November decision was to continue the current contract through January, 2005, while negotiating terms and conditions of CCO's that would be necessary if the Department were to continue to construct the SSD with CC Myers. As with the November memo the decisions documented in this memo will be used by Construction staff as authority to finalize negotiations and take the necessary administrative actions to execute contract change orders required to implement the course of action described herein.

**Recommendation:**

District 4 recommends continuing the SSD contract for the following reasons:

- Termination and re-advertisement is estimated to cost nearly \$40M more than continuing the SSD detour contract.
- Termination and re-advertisement, or incorporating the work into another contract, could add 2 years or more to the SFOBB replacement schedule by delaying the start of YBI transition structures.

**BACKGROUND**

Contractor:	CC Myers
Bid Opening Date:	December 2, 2003
Award Date:	March 10, 2004
Approval Date:	March 25, 2004
First Working Day:	July 10, 2004 (following a no cost suspension)
Contract time:	475 Calendar Days (A+B bid)
Bid Amount:	\$71,159,650
Construction Allotment	\$89,920,000
Paid to Date:	\$16,419,599 (includes January '05 estimate)
Percent Complete:	Time 12%, Amount Paid 20%

The SSD is necessary under any bridge type contemplated for completion of the East Span SFOBB. The SSD is a temporary bypass structure that allows traffic to cross the existing SFOBB while completing the permanent tie-in structure of the new East Span SFOBB at Yerba Buena Island. The tie-in at Yerba Buena Island is proposed as a stand-alone contract commonly referred to as the Yerba Buena Island Transition Structures contract (YBITS).

The SSD detour consists of three major segments; the east tie-in, the (center) viaduct, and the west tie-in. After constructing the SSD structure and shifting traffic onto the detour, the contractor removes a portion of the existing SFOBB east of the YBI tunnel to clear the way for the new YBITS construction. Once the detour is implemented, the existing bridge will have been so altered that it is not possible to return to the pre-existing condition.

The SSD contract was awarded under a construction schedule anticipating a west-bound traffic opening on the new SFOBB in late 2006. In order to facilitate a 2006 traffic opening, the project was advertised as an A+B contract. Furthermore, the contract was awarded as a "performance based design criteria project" which requires the contractor to complete the design of the SSD structure as well as construct it. This delivery method was chosen to save time during the design phase and to maximize contractor flexibility and efficiency. However, subsequent to advertisement and award, the time frame for traffic opening has slipped from 2006 to 2012 (see attached Table 1 SSD Contract Schedules). The change in the traffic opening date has affected the timing for switching traffic onto the SSD, and has lengthened the detour service life requirement as follows:

- Public traffic must be routed onto the SSD detour prior to beginning work on the YBITS which is currently forecast to start in early 2008.
- CC Myers originally scheduled detour implementation, followed by demolition, for mid 2005.
- An early 2008 YBITS start will slip the necessary time frame for the traffic switch to mid 2007.
- The detour was designed with a 2 year service life. The need for the detour is now projected at 5+ years.
- The service life of the SSD increase from 2 years to 5 years requires structural design changes.
- The SSD's roadway geometrics may adversely impact traffic flow in that one lane has a design speed of 30 mph. Therefore it is desirable to delay implementation of a traffic switch as long as possible.

## STATUS

- Field work for the east and west tie-ins was suspended to prevent unnecessary traffic impacts that would occur if the contractor's schedule was adhered to.
- Planned detour implementation per the contractor's schedule has slipped to early 2006 due to conflicts with ongoing Yerba Buena Island work on the YBI Substation and Tunnel Retrofit contract (O4-0120Q4).
- Field work for foundations on the east tie-in and viaduct section was suspended in September '04 due to pending design changes related to the increased service life of the structure, and conflicts with planned YBITS footings.
- Off site fabrication of the viaduct continues in China.
- Per the November 12, 2004 document, negotiations have begun in an effort to reach terms with the contractor on the following:
  - Time and compensation for the current suspension resulting from conflicting work on adjacent contracts, and for changes necessitated by the increased service life.

- Time and compensation for a future suspension and re-sequencing of work to complete a just-in-time traffic switch in late '07.

## **ALTERNATIVES**

### **Complete Contract with CC Myers:**

Work on the SSD's east and west tie-ins is currently suspended while the contractor's design is completed, the design changes are agreed to and executed by CCO, and because the traffic switch onto the SSD needs to be delayed as a result of main span schedule changes. In order to complete the SSD contract with CCM, suspensions of work would have to be incorporated into CCO's encompassing two distinct time frames.

1. The current suspension would encompass the time from September 3, 2004 to March 31, 2005. CCM was directed to suspend portions of the work in September to avoid immediate traffic impacts, and to suspend work on footings and foundations that would be affected by Department initiated changes. This suspension provides additional time for submittal and review of the contractor's plans which will now incorporate the Department's changes. After March 31, 2005 the contractor would be permitted to resume all work except completion of the east and west tie-ins (i.e. foundation work would be completed, superstructure fabrication would be completed and the viaduct would be erected). This current suspension is estimated to cost \$400k/month for a total of about \$3 M.
2. The second suspension period would begin after erection of the viaduct. This period would involve postponing the east and west tie-in field work and demolition of the existing structure until needed for the YBITS contract. The benefit of the second suspension is to avoid routing public traffic onto SSD before it is necessary. The duration of this suspension is estimated to be from about March 2006 until October 2006, which results in about a 15 month reduction for public traffic on the detour. The cost of the second suspension, and re-staging of work was preliminarily estimated by CC Myers at \$32M.

#### **Pros:**

- Financial risk can be managed by identifying and agreeing to additional costs currently estimated at \$35M
- There is little risk of subsequent delay to the YBITS, or corridor completion, which currently require that traffic be routed onto the SSD by July 2007 (see attached Table 1 - SSD Contract Schedules).
- The Engineer's estimate was \$92M and CCM's bid was \$72M. Completing the project with CCM consolidates that bid savings within the TBSRA program.

#### **Cons:**

- If the contract remains suspended into 2008, there is risk that the contractor will not be able to perform the work due to possible bonding problems caused by excessive time on the job.
- There may be an adverse public reaction to erecting the viaduct structure, and halting the work before completing the tie-ins as a result of possible perceptions of construction schedule inconsistencies between adjoining East Span corridor projects.

### Termination for Convenience

Termination of the SSD contract for the convenience of the Department would require either repackaging and re-advertisement of the SSD, or adding the work into a subsequent East Span SFOBB Replacement contract, most likely the YBITS. Previous discussions with Design and Project Management have estimated redesign and repackaging time at 18 months, and re-advertisement at 6 months. Along with the two years to re-bid and start work, it is likely that a re-advertised contract would bid closer to 1,000 calendar days. The total time to repackage, re-advertise and construct a new SSD could therefore approach 5 years.

#### Pros:

- The Department can revise the plans and specifications to incorporate changes necessitated by the increased service life of the detour and conflicts with other contracts.
- The revised plans and specifications can be "design-bid-build."
- The existing contractor will not be held for an extended duration approaching 3 years.

#### Cons:

- The original Engineer's estimate was \$92M and CCM's bid was \$72M. This \$20M savings would likely be lost if the SSD is re-advertised or the work is added to the YBITS contract.
- Losses for escalation on \$92M for two years could approach an additional \$18M.
- Termination is estimated to cost \$35M if a decision is made in January 2005. This amount would be lost in a re-advertisement scenario because of sunk costs related to steel procurement and engineering work performed, etc.
- The time required for re-advertisement and construction could approach 5 years i.e., 2010. This is well beyond the 2008 YBITS start date currently contemplated. Therefore, termination and re-advertisement could not work under the current schedule for the East Span Replacement Contracts. This could delay the East Span SFOBB Replacement schedule as much as 2 years (2010 start for YBITS vs. 2008).
- Incorporating the SSD into the YBITS contract (or any other) would mean that contract would need to start 1,000 days earlier (about 3 years) than the current forecast time frame of early 2008 to prevent delays in completion of the East Span Replacement. This means that work would have to be in construction now.

### Comparison of Additional Costs to Terminate and Re-advertise vs. Completing With CCM

	Termination	Completion with CCM
Termination Cost	\$35M	NA
\$20M savings	\$20M	NA
Escalation	\$18M	NA
Current Suspension	NA	\$3M
2006 Suspension/ Change	NA	\$32M
Total Additional Cost*	\$73M	\$35M

\* COS is not included

## **RECOMMENDATION**

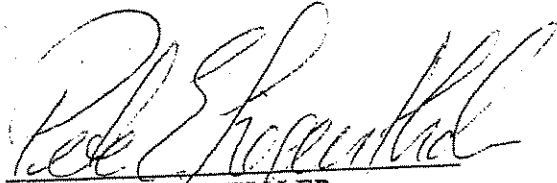
The District recommends completion of the SSD contract with CC Myers for the following reasons:

1. Termination and re-advertisement is estimated to cost nearly \$40M more than continuing on the SSD detour contract with CC Meyers.
2. Termination and re-advertisement, or incorporation into YBITS contract, could add 2 years or more to the SFOBB replacement schedule by delaying the start of YBITS.
3. Termination after construction of the viaduct and re-advertisement of the tie-ins only is not considered to be viable for the following reasons:
  - Designer-of-Record issues shifting from CCM to the Department become problematic..
  - Termination and re-advertisement costs will still be incurred.
  - There is insufficient time to re-advertise

The proposed continuation of work should be accomplished under the following scenario:

- 1) Maintain current suspension until March 31, 2005, by executing a CCO confirming conditions of the suspension estimated at \$3M. (Subsequent CCO's will be issued for the direct cost of the Department's design changes)
- 2) Complete CCO negotiations for terms and conditions of the delayed tie-in work in 2006 (second suspension) estimated at \$32M.

Submitted By:




PETER SIEGENTHALER  
Principal Construction Manager  
District 4 - SFOBB

Concur:




ROBERT FINNEY  
Deputy District Director  
District 4 - Construction

Concur:

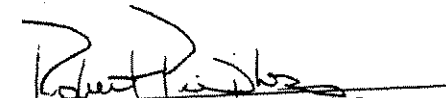
  
JOSE AGUIRRE  
Asst. Chief Counsel, Legal Contracts

Attachments: Table 1 SSD Contract Schedules

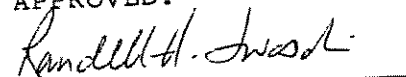
Concur:

  
JONATHAN TAPPING  
HQ Construction Coordinator


Concur:

  
ROBERT PIELOW, Chief  
Division of Construction

APPROVED:

  
RANDELL H. IWASAKI  
Chief Deputy Director

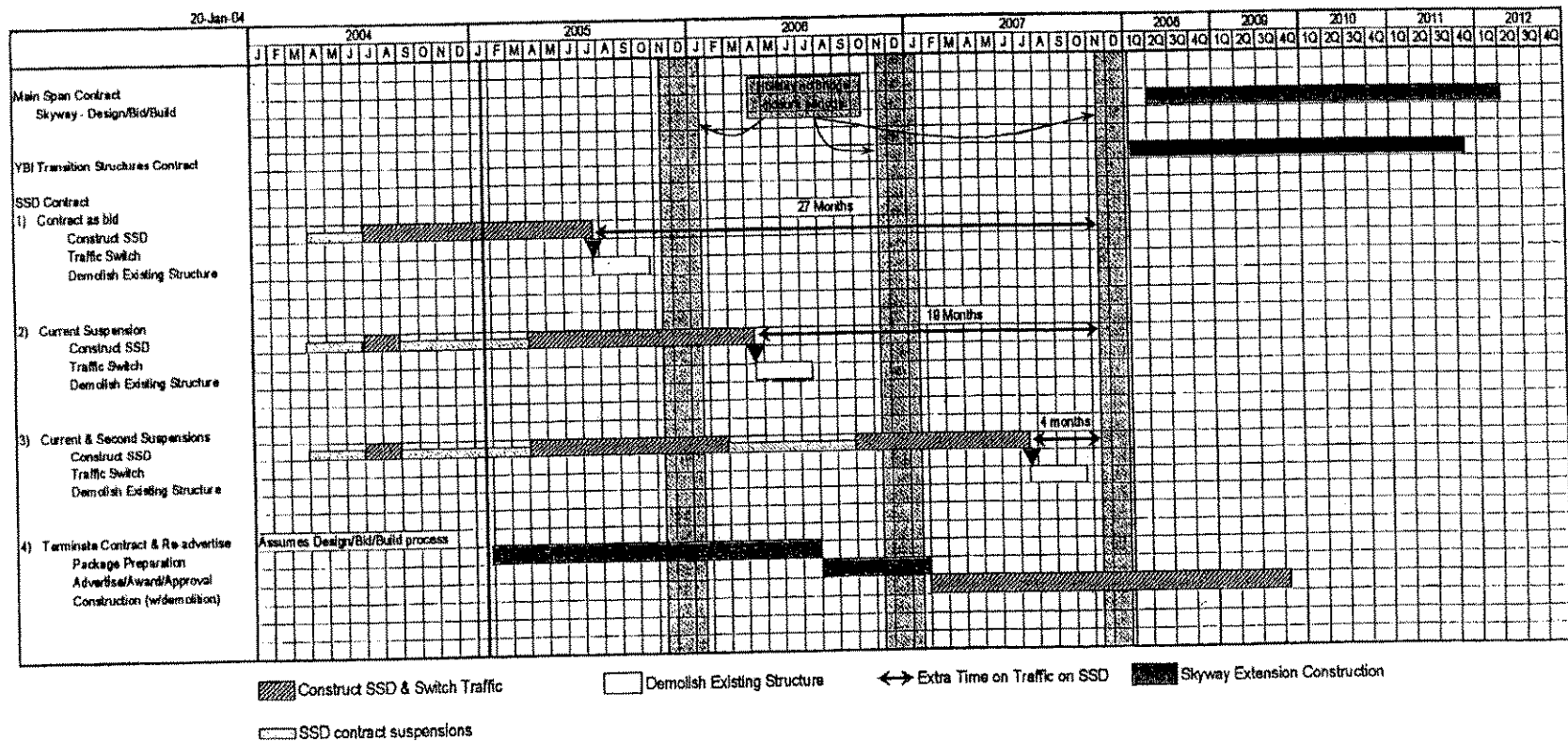
APPROVED:

  
RICHARD D. LAND  
CHIEF ENGINEER



**Table 1 – SSD Contract Schedules**

**SFOBB ESSSP  
SSD Contract Schedules**



Assumptions: Funding/ Bridge type legislation is enacted by June 2005  
 EIS re-evaluation and all permits are obtained by June 2007  
 Main span Skyway Extension is procured using Design/Bid/Build  
 Advertise Main span Skyway Extension in August 2007  
 Bid (5 months) Award (2 months) approval and start construction (1 month) total 8 months  
 Main span Skyway Extension contract begins in 2Q 2008 and completes in 4 years

## Memorandum

To: RANDELL H. IWASAKI  
Chief Deputy Director

Date: August 26, 2005

Attn: Jon Tapping, Construction Coordinator  
Division of Construction

File: 04-0120R4

From: PETER SIEGENTHALER  
Principal Construction Manager, SFOBB  
**DEPARTMENT OF TRANSPORTATION** – District 4

**Subject: District 4 Recommendation to Continue and Complete Contract  
South Detour – 04-0120R4**

This action is a follow-up to the South-South Detour (SSD) "Recommendation to Continue" memorandum dated January 21, 2005. The January decision was to continue with the current contract while reaching agreements upon the necessary terms and conditions of contract change orders (CCO) to allow the contract completion date to be adjusted to the new corridor schedule. As with the previous November 2004 and January 2005 memoranda, the decisions documented in this memorandum will be used by Construction staff as authority to finalize the suspensions of the tie-in work and take the necessary administrative actions to execute contract change orders.

### SUMMARY:

District 4 recommends continuing with the SSD contract, but temporarily suspending portions of the West Tie-In and East Tie-In segments to minimize the impacts to the traveling public by delaying the traffic switch until such time that the San Francisco-Oakland Bay Bridge (SFOBB) corridor requires the detour to be in place. If warranted by changes to the overall corridor schedule, this alternative offers the State the opportunity to delay the traffic switch for an additional period of 9 months over the alternative of completing the contract without the suspensions.

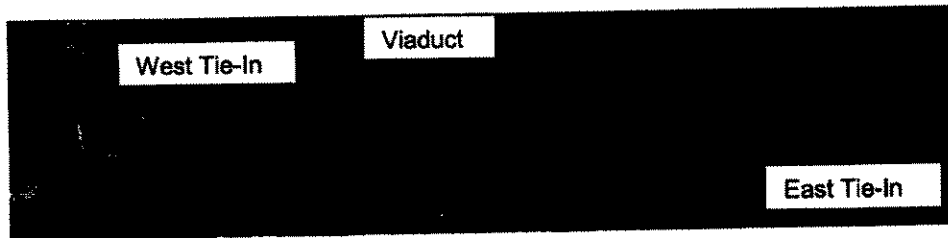
The proposed method of implementing this would be accomplished under the following scenario:

1. Maintain suspension of tie-in work that would affect public traffic until April 17, 2006, by executing a CCO confirming the conditions of the suspension by increasing the time related overhead (TRO) item at item price for an amount of \$ 4,812,632. As this will exceed the contract item by an amount more than 149%, a subsequent CCO will be issued to adjust the item in accordance with the provisions set forth in Special Provisions Section 10-1.20 "Time Related Overhead."
2. A supplemental CCO will be negotiated to resolve, escalation, mobilization, and any other costs that will be incurred due to the contract time extension. These costs including the increase in contract time are estimated for a total cost of \$ 25 million.

**BACKGROUND:**

Contractor:	C.C. Myers, Inc.
Bid Opening Date:	December 02, 2003
Award Date:	March 10, 2004
Approval Date:	March 25, 2004
First Working Day:	July 10, 2004 (following a no cost suspension)
Contract Time:	475 Calendar Days (A+B bid)
Bid Amount:	\$ 71,159,650
Construction Allotment:	\$ 89,920,000
Paid to Date:	\$ 20,038,990 (includes July '05 estimate)
Percent Complete:	Time 12%, Dollars 28%

The SSD is necessary for completion of the East Span SFOBB. The SSD is comprised of a Temporary Bypass Structure (TBS) that allows traffic service while completing the permanent tie-in structure of the new East Span SFOBB at Yerba Buena Island. The tie-in at Yerba Buena Island is a stand-alone contract commonly referred to as the Yerba Buena Island Transition Structures contract (YBITS).



The SSD detour consists of three major segments; the East Tie-In, the (center) Viaduct, and the West Tie-In. After constructing the SSD structure and shifting traffic onto the detour, the contractor removes a portion of the existing SFOBB structure east of the YBI tunnel to clear the way for the new YBITS construction. Once the detour is implemented, the existing bridge will have been so altered that it is not possible to return to the pre-existing condition.

The SSD contract was awarded under a construction schedule anticipating a traffic opening on the new SFOBB in late 2006. In order to facilitate a 2006 traffic opening, this contract was advertised as an A+B contract. Furthermore, the contract was awarded as a "performance based design criteria project" which requires the contractor to complete both the design and construction of the SSD structure. This delivery method was chosen to save time during the design phase and to maximize contractor flexibility and efficiency. However, subsequent to contract award, the time frame for the traffic opening of the new SFOBB has slipped from 2006 to 2012.

The delays to the new SFOBB opening have affected the timing for switching traffic onto the SSD, and have lengthened the detour service life requirements. Public traffic must be routed onto the SSD detour prior to beginning work on the YBITS which is currently forecast to start in late 2007. The contractor originally scheduled this detour for implementation in mid 2005. The TBS was originally designed to be in service for 2 years. Based upon the current bridge opening schedule the TBS is expected to be in service for over 5 years (2007 through 2012). Because of the extended service life the Department's designers have determined that ,

design enhancements are required for maintenance of the TBS and the increase in exposure to seismic events. The design enhancements are required for any option under the current corridor plan and are estimated at \$ 6,000,000.. (Although the design enhancements are not a part of the delay or suspension costs they are included throughout this write up for comparison purposes with the option to terminate the contract.)

Additionally it is anticipated that the SSD's roadway alignment will have adverse impacts on traffic capacity on the bridge because design speeds are as low as 30 mph (due to sight distance).

### **STATUS OF CONSTRUCTION:**

Portions of work in the field for the East Tie-In and West Tie-In segments of the TBS are currently suspended to prevent unnecessary traffic impacts that would occur if the Contractor's "as bid" schedule was followed.

Work on the Viaduct segment resumed in April 2005. Foundations are being installed from Bents 49-52. The driven pile foundations located on the West Tie-In segment at bent 48 have also commenced.

The Contractor suspended fabrication work in Shanghai, China for the structural steel components of the TBS segments pending resolution of the Final Viaduct design.

The Contractor is continuing design work on the East Tie-In segment. The West Tie-In and Viaduct Final Design Packages have been reviewed with comments returned to the Contractor.

### **ALTERNATIVES:**

#### **1. COMPLETE PROJECT WITHOUT FURTHER SUSPENSION - ESTIMATED COST - \$ 18,000,000**

This alternative contemplates the lifting of the current project suspensions at the East Tie-In and West Tie-In segments that were initiated by State letter 05.03.01-000349 dated March 24, 2005. The work would restart in August 2005 and proceed with an estimated completion date of October 2006. This alternative would bring the TBS online without regard to the overall project schedule.

**PROS** – The early completion of the TBS has the following advantages:

1. With a restart of work on site, there would be reduced costs for additional TRO, material and labor escalation costs, and other suspension related costs.
2. Financial risks could be managed by identifying and agreeing to additional costs, which have been currently estimated at \$ 18,000,000.
3. This option has the least risk of delaying future projects.

**CONS** – The early completion of the TBS has the following disadvantages:

1. Additional maintenance costs may be incurred, as the TBS will be in service for an additional 9 months.

2. With a return to an aggressive build schedule, the State will incur increased construction support costs for materials testing and inspection services due to accelerated work.
3. Outstanding design issues have not been fully addressed/reviewed. Most notably, the East Tie-In Final design packages have yet to be submitted by the Contractor. This could delay the fabrication of material and completion of the overall work.
4. Early implementation of the detour with reduced design speed would result in capacity decreases, and the highest disruptions to the traveling public.
5. There may be a negative public reaction to having traffic on the TBS longer than necessary while the YBITS is not under construction.
6. This alternative permanently switches traffic onto the TBS 9 months earlier than Alternatives 2. This restricts the State's opportunity to preserve the existing bridge should the corridor schedule or design change.

**2. CONTINUE WITH THE PARTIAL SUSPENSION OF THE WEST TIE-IN AND EAST TIE-IN FOR APPROXIMATELY ONE YEAR (RECOMMENDED ALTERNATIVE) – ESTIMATED COST - \$ 25,000,000**

This alternative contemplates the partial suspension of both the West Tie-In and East Tie-In segments of the TBS for the period of 381 days. This time frame was determined based upon when the suspension period would need to be lifted in order to have a contract completion date of July 2007. Work would restart on April 17, 2006 on both tie-in segments of the TBS. Design and materials fabrication work will continue through the suspension. This alternative was previously estimated at \$ 32,000,000 and was the recommended alternative of the January 2005 Memorandum.

**PROS** – The partial suspension of the TBS has the following advantages:

1. This alternative would minimize the impacts to the traveling public. Traffic would not be on the detour any longer than is necessary to complete the SFOBB Corridor.
2. Financial risks could be managed by identifying and agreeing to additional costs, which have been currently estimated at \$ 25,000,000.
3. There would be less concurrent work activities, which would allow the job to be completed without a substantial increase in support costs.
4. Allows contractor maximum flexibility while minimizing impacts to the traveling public.
5. Preserves the existing structure intact for 9 months should the corridor schedule or design change.

**CONS** – The partial suspension of the TBS has the following disadvantages:

1. The contract time would be extended by increasing the Time Related Overhead item by 381 days or 180%. By the Special Provisions, this requires that an audit be performed to determine any adjustment to the current rate of \$ 12,631.58/day. It is the Contractor's belief that this may increase up to an additional \$ 6,371/day for an additional \$ 2.5 million. This was not included in the estimated cost for this alternative as the outcome of a future audit is unknown and TRO may decrease instead of increase.
2. This option has a greater risk of delaying subsequent contracts than option 1.

### **3. TERMINATION FOR CONVENIENCE – ESTIMATED COST - \$ 79,000,000**

This alternative contemplates the termination of the SSD contract and was previously discussed in the January 2005 Memorandum. This would require either the repackaging and re-advertisement of the SSD, or adding the work into a subsequent East Span SFOBB Replacement contract, most likely the YBITS. Previous discussions with Design and Project Management have estimated redesign and repackaging time at 18 months, and re-advertisement at 6 months. Along with the two years to re-bid and start work, it is likely that a re-advertised contract would bid closer to 1,000 calendar days. The total time to repackage, re-advertise and construct a new SSD could therefore approach 5 years.

**PROS** – The termination of the TBS has the following advantages:

1. The revised plans and specifications can be "design-bid-build."

**CONS** – The termination of the TBS has the following disadvantages:

1. The estimated additional cost would be \$79 million.
  - a. The original Engineer's estimate was \$92 million and CCM's bid was \$72 million. This \$20 million savings would likely be lost if the SSD is re-advertised or the work is added to the YBITS contract.
  - b. Losses for escalation on \$92 million for two years could approach an additional \$18 million.
  - c. Termination costs are estimated at \$ 35 million.
  - d. The \$6 million in design enhancements would still be needed.
2. The time required for re-advertisement and construction could approach 5 years i.e., 2010. This is well beyond the 2007 YBITS start date currently contemplated. Therefore, termination and re-advertisement could not work under the current schedule for the East Span Replacement Contracts. This could delay the East Span SFOBB Replacement schedule as much as 3 years (2015 traffic opening vs. 2012).

**COMPARISON OF ALTERNATIVES:**

Alt	TRO/Delay/ Termination / Lost Savings	Escalation / Maintenance / Administrative	Additional Design / Const. Costs	Contingency	Total Estimated Costs (rounded)	Total Time of Traffic Impact*	Estimated Time of Corridor Completion
1	\$ 1,894,737	\$ 7,240,000	\$ 6 million	\$ 3,026,947	\$ 18 million	63 mos.	2012
2	\$ 4,812,632	\$ 9,813,333	\$ 6 million	\$ 4,125,193	\$ 25 million	54 mos.	2012
3	\$ 55,000,000	\$ 18,000,000	\$ 6 million	\$ 0.00	\$ 79 million	60 mos	2015


\* Duration of traffic on the TBS until completion of new mainline structures

*Alternative 2 is the recommended option for proceeding with the TBS. This option delays implementation of the detour for 9 months preventing unnecessary adverse impacts to the traveling public and preserving the existing bridge intact, while maintaining the current corridor schedule.*


**Submitted By:**

  
PETER SIEGENTHALER  
Principal Construction Manager  
District 4 - SFOBB

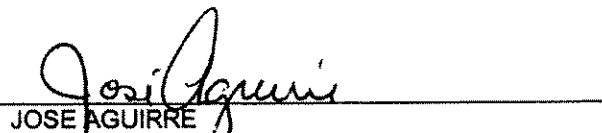
Concur:

  
ROBERT FINNEY  
Deputy District Director  
District 4 - Construction


Concur:

  
JONATHAN TAPPING  
HQ Construction Coordinator

Concur:


  
JOSE AGUIRRE  
Asst. Chief Counsel, Legal Contracts

Concur:

  
ROBERT PIEPLOW, Chief  
Division of Construction

Approved for Action by the  
Toll Bridge Program Oversight  
Committee

  
RANDELL H. IWASAKI  
Chief Deputy Director

  
RICHARD D. LAND  
Chief Engineer

Attachments: SFOBB Corridor Schedule, Cost Backup Worksheet



**MEMORANDUM**

To: BOB PIELOW, Chief  
Division of Construction

Date: November 12, 2004

Attn: Jon Tapping, Construction Coordinator  
Division of Construction

File: 04-0120R4  
04-0120E4

From: DEPARTMENT OF TRANSPORTATION  
District 4-Office of Construction

Subject: South-South Detour, T-1/ E-2 Short-Term Plan

On 10-14-04 a meeting was held to discuss short term options for the South-South Detour and T-1/ E-2 Projects. The meeting attendees included M. Leonardo, B. Pieplow, J. Aguirre, S. Sakai, M. Horn, R. Land, J. Adams, D. McElhinney, B. Finney, J. Tapping, P. Siegenthaler, B. Maroney, and T. Ostrom. The purpose of this memo is to formalize and document the direction decided upon at that meeting. This memo will be used by Construction staff as authority to proceed with necessary administrative actions, and provide authority to initiate negotiations and discussions for potential contract change orders. Final decisions on long-term options will be made in January 2005 or sooner when decisions concerning the Self-Anchored Suspension bridge contract (SAS) are made.

**Status of East Span SFOBB Contracts**

04-0120R4 (South-South-Detour) contract amount \$71M

19% complete

See SSD specific discussion below

04-0120E4 (T-1/ E-2) contract amount \$177M

18% complete

See T-1/E-2 specific discussion below

04-1020C4 (W-2 Foundation and piers) contract amount \$26M

Project is complete.

May not be suitable for redesigned SAS

04-0120G4 (YBI Substation) contract amount \$12M

90% complete

No likely impact if SAS is redesigned

04-012024 (Skyway) contract amount \$1,043M

60% complete

May require redesign of steel spans if SAS is redesigned

**Estimates for Termination vs. Suspension:**

	SSD (04-0120R4)		T-1/E-2 (04-0120E4)	
Time Period	Terminate	Suspend	Terminate	Suspend
October '04	\$25M	\$400K/ month	\$50M	\$1M/ month
January '05	\$35M	\$1M/ month	\$100M	\$7.3/ month
April '05	\$45M	\$1M/ month	\$115M	\$7.3/ month

### **Discussion Points/ Options/ Meeting Outcome**

#### **I. South-South Detour; 04-0120R4; a.k.a. Temporary Bypass Structure(TBS)**

The South-South Detour (Temporary Bypass Structure) contract is required to be completed under any scenario or option contemplated for the SAS. This contract was awarded under a construction schedule anticipating a new bay bridge (west-bound only) opening in late 2006. The contract was also awarded with a performance based design criteria which requires the contractor to design and construct the temporary bypass structure. The latest corridor schedule now reflects a 2012 bridge opening, which requires a longer service life for the TBS, and resultant appropriate changes to the design.

- Must be built with current SAS / YBITS (YBI Transition Structure) Design or any other SAS replacement scheme.
- As "designed" duration of need was two years. This duration of need is now projected at 5+ years.
- Planned implementation at bid was '05, but is now not needed before late '07 (based on Oct '05 SAS start).
- Planned implementation per the contract has slipped to early '06.
- Due to the extended service duration, design changes/enhancements are required.
- Decision points are October (beginning of fabrication) and Jan '05 (for superstructure erection).
- Contractor's east side tie-in design concept currently does not conform to the contract (changes are allowed under the contract).

#### **Options (Estimated costs are in addition to current contract)**

##### **Option 1- Maintain current completion schedule (Q-1 '06) (Estimated \$15 Million)**

- + Lowest completion risk
- + Viable option if SAS is re-advertised in current general form
- Exposes public traffic to disruption and increased risk 18+ months before needed
- Once implemented we cannot turn back
- Highest traffic impacts and public perception cost

##### **Option 2- Build viaduct and suspend tie-in erection until needed for YBITS (Estimated \$ 32 Million)**

- + Minimizes public traffic impacts and risk
- + Maintains ability to change SAS/YBITS design later
- + Viable option if SAS is re-advertised in current general form
- Slight risk of non-completion
- High public perception cost
- Potential contract breach issues
- May not come to favorable terms with the Contractor
- Cost/schedule risk

##### **Option 3- Fabricate superstructure, but suspend erection, erect just-in-time (Estimated \$30 M)**

- + Minimizes public traffic impacts and risk
- + Maintains ability to change SAS/YBITS design later with minimal cost
- + Lowest public perception cost

Bob Pieplow

South-South Detour, T-1/ E-2 Short-Term Plan

11/12/04

Page 3 of 4

- + Viable option if SAS is re-advertised in current general form
- Slight risk of non-completion
- Cost/schedule risk

**Option 4- Terminate (see table above)**

- + Defers need for a decision on timing of traffic switch
- + Keeps all options open
- + Avoids potential contract breach/cardinal change issues with regard to design changes
- Loss of "sunk" costs and termination costs
- Potential for increased re-advertised bid costs
- Potential for same issues to appear on new contract
- Time available to repackage is uncertain until SAS decision is final
- Potential contract breach issues with regard to termination and work done to date.
- May not come to favorable terms with the Contractor
- Not a viable option if SAS is re-advertised in current general form
- Considerable cost/schedule risk if termination and re-advertisement delays YBITS

**10-14-04 Meeting Outcome for South-South Detour**

Continue with existing contract as follows

- Maintain suspension on East and West tie field work until necessary
- Negotiate with Contractor (CCM) between now and January on costs for stated Options 2 and 3
- If mutually agreeable terms can be reached for lowest cost/impacts Options 2 or 3 (preferred option 2), based on SAS driven timelines assumed known by January, execute CCO (convene again to choose option)
- If mutually agreeable terms cannot be met, the contractor's east tie-in concept is not acceptable, or the SAS timeline becomes excessive, termination of part of the contract (the tie-ins), or in its entirety may become the preferred option. (combination of options 2 and 4)

**II. T-1/ E-2; 04-0120E4 (Foundations for SAS contract)**

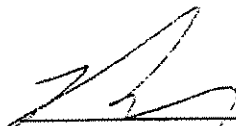
- Design may need to be revised if SAS design is changed
- All steel for the contract is now on order or on hand
- Steel fabrication is under way
- No significant work in field before late November/ early December
- No permanent work will be placed in the field before early March (E-2 piles)
- E-2 piles begin in March (PCC filled steel shells w/o rock sockets)
- T-1 piles and rock sockets start in May
- Key decision points are:
  - December- prior to marine mobilization when daily suspension costs escalate
  - March/ May when permanent pile work begins
- Contract Suspension now would stop all fabrication work with a high cost/schedule impact without the knowledge of knowing where we stand with the SAS re-advertise/redesign decision

**10-14-04 Meeting Outcome**

Continue with existing contract as recommended unless new information changes assumptions. Future Department and Agency decisions and directions will weigh heavily on decision to suspend/terminate or maintain the current contract status.

Tasks for staff include refining cost estimates, preserving options for completing work/fabrication until SAS or alternative re-advertise becomes clear. This decision will be revisited in January.


**Submitted By:**

  
\_\_\_\_\_  
ROBERT FINNEY  
Deputy District Director  
District 4 - Construction


**Concur:**

  
\_\_\_\_\_  
JONATHAN TAPPING  
HQ Construction Coordinator

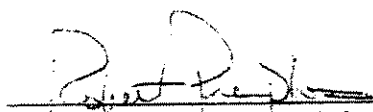
**Concur:**

  
\_\_\_\_\_  
DAN MCELHINNEY  
Chief Deputy District Director, Toll Bridge Program

**Concur:**

  
\_\_\_\_\_  
JOSE AGUIRRE  
Asst. Chief Counsel, Legal Contracts

**Concur:**

  
\_\_\_\_\_  
ROBERT PIEPLOW, Chief  
Division of Construction

## AGENDA ITEM 9

## AGENDA ITEM 10

**DEPARTMENT OF TRANSPORTATION**

111 GRAND AVENUE  
P. O. BOX 23360  
AKLAND, CA 94612  
PHONE (510) 286-5896  
FAX (510) 286-6194



*Flex your power!  
Be energy efficient!*

December 12, 2005

Toll Bridge Program Oversight Committee (TBPOC)

Will Kempton, Caltrans Director, Chairman

Steve Heminger, BATA Executive Director

Diane C. Eidam, CTC Executive Director

**Subject: Status of Caltrans Toll Program Manager and East Span Project Manager Hire**

Dear Committee Members:

Will Kempton will be reporting on the status of hiring the Caltrans Toll Program Manager and East Span Project Manager.

JON TAPPING, Acting  
SFOBB East Span Project Manager

## AGENDA ITEM 11



## PMT Workshop Planned Schedule and Outcomes

### Pre-workshop Interviews:

Times:

- December 6
- December 9
- December 12

Participants: all invitees

Objective:

Goals	Outcomes
Clarify desired outcomes and current situation through in-depth, individual teleconferences with all participants	<ul style="list-style-type: none"> <li>• Candid discussion with participants based around a set of questions</li> <li>• List of issues and appropriate solutions shared from an individual perspective</li> <li>• Investigate and map relevant issues</li> <li>• Refined Workshop Plan to achieve clarified outcomes</li> </ul>

Interview questions:

1. How can the POC/PMT organization help deliver the Program successfully?
2. What is the purpose/role of the PMT in achieving this successful delivery?
3. How should the PMT members work together to fulfill the purpose?
4. To aid in the PMT function, what must be done and who should do it?
5. What policies and/or procedures are needed to operate successfully?
6. What does the Construction Manager need to be successful?
7. What does the Project Manager need to be successful?
8. How can the PM-CM team work effectively?
9. How should the PM-CM team communicate with the PMT?
10. What can be done to make the PMT process assist with delivering the Program?
11. What procedures should be developed and who should take the lead in getting them produced and implemented?

## PMT Workshop Planned Schedule and Outcomes

### Session I:

Time: Tuesday, December 13, 2005, from 8:00 to 11:30

Invitees: Stephen Maller, Andy Fremier, Rick Land, Judis Santos, Leo Scott

Objectives:

Goals	Outcomes
Agreement on the PMT purpose	Flesh out the PMT charter as necessary
Agreement on how to carry out that purpose	Operating guidelines and work assignments
Discover best practices for working together	<ul style="list-style-type: none"> <li>• Sketch plan to develop PMT procedures</li> <li>• Presentation material guidelines for staff bringing an issue before the PMT and POC</li> </ul>

Topic	Activity	Time	Outcome
1. Welcome and Icebreaker	Sharing	10 min.	
2. Leadership overview. The sharing of exemplary leadership practices, rules of dialogue and tips on active listening would be included. This early interaction would enhance the ability of the group to embrace the behaviors more conducive of a team.	Presentation and discussion	20 min.	
3. Session guidelines/groundrules	Discussion	10 min.	
4. How can the POC/PMT organization help deliver the Program successfully?	Discussion	30 min.	
5. BREAK		15 min.	
6. What is the purpose/role of the PMT in achieving this successful delivery?	Discussion	30 min.	
7. Revisit PMT Charter and agree on changes	Discussion	15 min.	Revised Charter
8. How should the PMT members work together to fulfill the purpose?	Discussion	20 min.	
9. To aid in the PMT function, what must be done and who should do it?	Discussion	20 min.	Roles, responsibilities & assignment guidelines
10. What policies and/or procedures are needed to operate successfully?	Brainstorm	10 min.	Sketch Plan of procedures  Presentation guidelines
11. How will we hold each other accountable to agreements?	Discussion	10 min.	

## PMT Workshop Planned Schedule and Outcomes

### Session II:

Time: Tuesday, December 13, 2005, from 12:30 to 4:00

Invitees: Stephen Maller, Andy Fremier, Rick Land, Judis Santos, Leo Scott, Jon Tapping, Ken Terpstra, Mo Pazooki, Pete Siegenthaler, Mike Forner, Ted Hall, and Bill Hughes

Objectives:

Goals	Outcomes
Agree on how the relationships between the project managers and construction managers should work	
Define the relationship and process of communication between the PMs/CMs and the PMT	Guidelines/groundrules for PMT operation
Create an Action Plan of procedures to support working together	Draft Action Plan to be finalized at next PMT Meeting

Topic	Activity	Time	Outcome
1. Welcome and Icebreaker	Sharing	20 min.	
2. Leadership overview. The sharing of exemplary leadership practices, rules of dialogue and tips on active listening would be included. This early interaction would enhance the ability of the group to embrace the behaviors more conducive of a team.	Presentation and discussion	30 min.	Assessment of current team/leadership practices
3. Session guidelines/groundrules	Discussion	15 min.	
4. What does the Construction Manager need to be successful?	Sharing	15 min.	
5. What does the Project Manager need to be successful?	Sharing	15 min.	
6. BREAK		15 min.	
7. How can the PM-CM team work effectively?	Discussion	20 min.	
8. How should the PM-CM team communicate with the PMT?	Discussion	20 min.	
9. What can be done to make the PMT process assist with delivering the Program?	Discussion	20 min.	Guidelines/groundrules for PMT operation
10. What procedures should be developed and who should take the lead in getting them produces?	Discussion	20 min.	Revised Sketch Plan of procedures